Canal Winchester

Town Hall
10 North High Street
Canal Winchester, OH 43110

Revised Meeting Agenda

May 4, 2020

7:00 PM

City Council

Mike Walker - President
Mike Coolman - Vice President
Jill Amos
Will Bennett
Bob Clark
Patrick Lynch
Chuck Milliken

A. Call To Order

B. Pledge of Allegiance - Amos

C. Roll Call

D. Approval of Minutes

20-178	MINS 4-6-2020 Full Council (**Minutes**)
20-179	MINS 4-13-2020 Public Meeting (**Minutes**)

E. Communications & Petitions

20-181	Jenkins Email Regarding 5G Technology (**Email**)
20-182	Thomas Email Regarding Waste Management (**Email**)
20-184	Madison Township Police Department April Report (**Report**)

F. Public Comments - Five Minute Limit Per Person

G. RESOLUTIONS

H. ORDINANCES

Third Reading

ORD 20-016 *Development* *Sponsor: Lynch*	An Ordinance to Authorize the Mayor to Accept a 0.51 Acre Parcel of Land from Rockford Homes, Inc. and Dedicating Such Land as Right of Way for Public Use and Accepting Such Improvements to be Known as Cormorant Way (**Ordinance, Exhibit A, Exhibit B**) *- Adoption*
ORD 20-017 *Finance* *Sponsor: Coolman*	An Ordinance to Authorize the Mayor and Finance Director to Enter into a Depository Agreement with Park National Bank for the Deposit of Public Funds (**Ordinance, Exhibit A**) *- Adoption*

Second Reading

First Reading

ORD 20-021
Development

An Ordinance to Amend Part 11 of the Codified Ordinance and the Zoning Map of the City of Canal Winchester, Rezoning an Approximately 1.279 Acre Portion of the Existing Tract of Land from General Commercial (GC) to Planned Commercial District (PCD), Owned by Winchester Office Park, LLC., Located at 6355 Winchester Blvd. (PID 184-003366) and Declaring an Emergency (**Ordinance, Exhibit A Site Plan, Exhibit B Development Plan, Exhibit C P&Z Letter, Exhibit D**)

- Request waiver of second and/or third reading and adoption

ORD 20-022
Finance

An Ordinance Authorizing the Issuance of Not to Exceed Nine Hundred Fifty Thousand Dollars ($950,000) of Notes in Anticipation of the Issuance of Bonds for the Purpose of Acquiring Approximately 110.244 Acres of Land and Interests in Land at the Corner of Bixby and Rager Roads and All Necessary Appurtenances and Improvements Thereto; and Reimbursing the City for Any Moneys Advanced for Such Purposes; and Declaring an Emergency (**Ordinance**)

- First Reading Only

ORD 20-023
Construction Services

An Ordinance to Authorize the Mayor to Enter Into a Contract with American Boring, Inc. for the Construction of the Bixby Rd. Waterline and Sanitary Utility Extension Project and Declaring an Emergency (**Ordinance, Exhibit A**)

- Request waiver of second and/or third reading and adoption

ORD 20-024
Construction Services

An Ordinance Authorizing Execution of the 45 East Waterloo Street Municipal Complex Renovation Preliminary Services Agreement with Lehman Daman Construction Services, Inc. and Declaring an Emergency (**Ordinance**)

- Request waiver of second and/or third reading and adoption

ORD 20-025
Finance

An Ordinance to Amend the 2020 Appropriation Ordinance #19-069, Amendment #2 (**Ordinance, Exhibit A**)

- First Reading Only

I. Reports

Mayor's Report

Report

Mayor's Court Report February 2020

Mayor's Court Report April 2020

Fairfield County Sheriff

March 2020 Stats

Law Director

Finance Director

Report

Report of Financial Impact of COVID-19

Public Service Director

Reports

Construction Services Report

Engineering Report

Development Director

Report

Community Affairs

Report

J. Council Reports

Work Session and Council Meetings - Monday, May 18, 2020 starting at 6:00 pm

Work Session and Council Meetings - Monday, June 1, 2020 starting at 6:00 pm

Work Session and Council Meetings - Monday, June 15, 2020 starting at 6:00 pm

CW Human Services - Milliken

CWICC - Clark and Coolman

CWJRD - Amos and Bennett

Destination: Canal Winchester - Walker

K. Old/New Business

20-183 Letter from U.S. Office of Special Counsel (Letter)

Republican Party Email

Mayor's Letter to Council and CW Residents

Stemen Email Comments

Ruth Public Comments

Ferguson Public Comments

Lynch Public Comments

Mershon Email Comments

Fisher Email Comments

Steelesmith Public Comment

DeWitt Email Letter

Hanna Email Letter

Obert, L. Public Comments
Obert, A. Public Comments
Carpenter Email Letter
Stemen Email Letter
Slifko, M. Public Comments
Slifko, F. Public Comments
Ward Public Comments
Gibbons Public Comments
King Public Comments
Burns Public Comments

L. Adjourn to Executive Session (if necessary)

M. Adjournment

Canal Winchester

Town Hall
10 North High Street
Canal Winchester, OH 43110

Meeting Minutes - Draft

April 6, 2020

7:00 PM

City Council

Mike Walker - President
Mike Coolman - Vice President
Jill Amos
Will Bennett
Bob Clark
Patrick Lynch
Chuck Milliken

DRAFT

A. Call To Order at 7:00 pm

B. Pledge of Allegiance Led by Walker

C. Roll Call Present 7 – Amos, Bennett, Clark, Coolman, Lynch, Milliken, Walker

D. Approval of Minutes

20-98 Minutes 3-2-20 Work Session (**Minutes**)

20-99 Minutes 3-2-20 Full Council (**Minutes**)

Motion to approve minutes from March 2, 2020 for work session and council meeting made by Clark; seconded by Lynch
Motion carried by the following vote:

Yes 7 – Clark, Lynch, Amos, Bennett, Coolman, Milliken, Walker

E. Communications & Petitions

20-100 Madison Township Police Department March 2020 Statistics (**Report**)

Walker asked about any other communications or petitions; Jackson replied nothing else besides what is listed on the agenda. Lynch commented to gain Walker's attention, asking if we can back up a second, Walker acknowledges Lynch; Lynch stated we did receive a correspondence to all council from Randy Stemen that has not been put on the correspondence, the minutes or the agenda to the meeting, since it's not on the minutes or agenda for the meeting can you please read that letter so that can be public knowledge. Hollins said we can distribute that in its full form, but we probably want to do that at the next meeting, and do the communications and petitions come into the clerk to council; Jackson replied that one did not, it was forwarded to us. Hollins said to get it on the agenda it should be…Jackson said they all have it, too, as far as she is aware of. Hollins said alright. Lynch said it was sent to all council members before the agenda went out last week. Hollins said we can get it on communications and petitions and address it formally at the next meeting. Jackson asked about acknowledging receipt of it. Hollins said if you want it to be a part of the official council record we can put it on for the next meeting, I think everybody does have a copy of it. Coolman said Gene, correct me if I am wrong, by us all receiving a copy of it by email does that already make it a part of public record? Hollins said it is considered a public record. Lynch said that is correct, but it said since it is not on the agenda here then the general public would not know about it unless it has been brought to attention, everything in our email is public record technically. Milliken said it's going to be in the newspaper, they are going to know about it. Amos said the resident asked for it to be brought to formal council so if it can be added to the agenda to meet his request to be addressed. Jackson asked what is your intention with the letter from a full council perspective so we know where to put it on the agenda. Amos said I don't have any agenda at this point in time, I just know that the resident asked for it to be brought to full council, so I think his intention was that we would discuss it in full council, having had no conversations I have no idea what anybody else

feels. Milliken said there is no vote to be held. Clark said yea, this is Bob, I don't see this as a city council function, it's not germane to the City of Canal Winchester, for city council or anything that we're doing. Lynch asked it doesn't pertain to city council? Clark said it does not; Gene can elaborate on that. Hollins said anybody can submit anything to the clerk and we can put it of record and then any further action I think the appropriate time to discuss that would be under new business; if a member wants to bring it up then we can probably discuss it further. Walker said ok. Lynch said it will be put on the agenda for the next council meeting. Coolman asked where would you like for this to be put on the agenda, under new business, under communications. Lynch responded that he requested it be read given the fact that it was a correspondence and it could be placed under it could go under correspondence as we have on our agenda, and that would be item E. communications and petitions; so that's why I asked for it to be read; if we want to do that next meeting, that's fine; the only reason I bring this up, this was a federal offense, and I don't think it is something that should be taken lightly but we can talk about this at a later time. Milliken said we can talk about it tonight, I don't mind. Lynch said no, let's just get on with the meeting, we can discuss this at the next meeting. Jackson stated I will warn you that we don't know when the next meeting will be, so you may want to discuss it tonight. Lynch said I am sure there will be another meeting at some point in time whether it be two weeks from now or four weeks from now, there will be another meeting.

F. Public Comments - Five Minute Limit Per Person

Walker asked if we had any public comments posted on the city website; Jackson stated we got nothing. Gene said you can submit public comments in writing, to make that clear to anybody who is listening in, and they will be posted; Jackson said that was put out when we put the agenda out, we gave them the deadline prior to the start of this meeting and we got nothing, so. Walker said alright thank you.

G. RESOLUTIONS

RES 20-004 *Public Service*	A Resolution Authorizing the Mayor to Enter Into a Contract for the Participation in the ODOT Road Salt Contracts Awarded in 2020 (**Resolution**) *- Adoption*

Peoples said this is our annual contract with ODOT for salt; obviously it was a very light winter and didn't use that much salt or have to use that much; last year we did 50 tons and this year we are looking at 100 tons, our salt barn is full and we want to make sure we keep on their contact…just do a hundred tons this year. Amos said I hope we have lot of snow. Walker asked if any other questions or discussion for Peoples?

Motion to adopt RES 20-004 made by Coolman; seconded by Milliken
Motion carried by the following vote:

Yes 7 – Coolman, Milliken, Amos, Bennett, Clark, Lynch, Walker

H. ORDINANCES

Tabled

Third Reading

ORD 20-008
Law
Sponsor: Lynch

An Ordinance to Repeal Chapter 1130 of the Codified Ordinances of the City of Canal Winchester (**Ordinance, Exhibit A**)

- Adoption

Motion to adopt ORD 20-008 made by Lynch; seconded by Coolman
Motion carried by the following vote:

Yes 7 – Lynch, Coolman, Amos, Bennett, Clark, Milliken, Walker

ORD 20-010
Development
Sponsor: Clark

An Ordinance to Authorize the Mayor to Accept an Easement for General Utility Purposes from the Mountain Agency, LLC. (**Ordinance, Exhibit A**)

- Adoption

Motion to adopt ORD 20-010 made by Clark; seconded by Milliken
Motion carried by the following vote:

Yes 7 – Clark, Milliken, Amos, Bennett, Coolman, Lynch, Walker

Second Reading

ORD 20-016
Development
Sponsor: Lynch

An Ordinance to Authorize the Mayor to Accept a 0.51 Acre Parcel of Land From Rockford Homes, Inc. and Dedicating Such Land as Right of Way for Public Use and Accepting Such Improvements to be Known as Cormorant Way (**Ordinance, Exhibit A, Exhibit B**)

- Second Reading Only

Lynch stated second reading only.

ORD 20-017
Finance
Sponsor: Coolman

An Ordinance to Authorize the Mayor and Finance Director to Enter Into a Depository Agreement with Park National Bank for the Deposit of Public Funds (**Ordinance, Exhibit A**)

- Second Reading Only

Coolman stated second reading only.

First Reading

ORD 20-018
Development

An Ordinance to Authorize the Mayor to Accept a 1.66 Acre Parcel of Land from the Paul E. Ruff and Pauline A. Ruff Trust and Dedicating Such Land as Right of Way for Public Use and to Declare an Emergency (**Ordinance, Exhibit A Deed**)

- Request waiver of second and/or third reading and adoption

Haire stated this ordinance is requesting for us to accept a piece of property that's in the ODOT highway easement, this is a remnant parcel that is in the U.S. 33 highway easement. We have been working with Mrs. Evans who owns a hundred-acre farm on the north side of U.S. 33 on the possibility of annexing that

site; state annexation law will not allow you to annex a site where you are creating an island parcel, which is basically a parcel that is in the unincorporated township that would be surrounded by the corporate limits of Canal Winchester. Because of that we got in touch with Mrs. Ruff; she is one of the developers of Winchester Trace and of Beaty Court and Mrs. Ruff is 88 years old and is still living in that home but living in Florida at this time of year and we inquired about having her sign an annexation petition, she was not aware that she still owned that piece of property, it wasn't transferred with any of the other parcels that were transferred around it and in consultation with her and her son they thought it would be more advantageous just to deed the property over to the City of Canal Winchester and we can take title of that piece of property then since we would be the owner we would be able to file any annexation petitions for that site. What we are asking is for the authorization to accept this parcel and to accept it as road right of way. Lynch asked if this piece of property is to connect to it or will it be used for any type of utility easement to connect into that property. Haire replied it wouldn't be used for any utility easement at this time that we know of; it's already subject to the ODOT highway easement, they are pretty particular about utilities running through that; if the Evans property were to be served with utilities it would likely come from the east from Canal Pointe. Lynch said ok, that makes sense. Lynch asked is there a lot of land up there along 33 that is privately owned that is within ODOT's easements, this seems kind of odd. Haire replied that most of U.S. 33 was developed with highway easements and not fee simple ownership of the land underneath it so we are running into this more and more often as we develop properties; Casto just deeded over the portion they to Opus to ODOT so ODOT now has that as road right of way but the last parcel the Mountain Agency, which is Wyler Chevrolet, they own probably ten or more acres in the ODOT highway easement and so it's become common. Lynch said got it; and just for the record then there is no cost to the city other than shuffling paperwork on our end, correct? Haire replied $300 is the cost. Lynch said so in other words it really doesn't cost you much, okay thank you. Walker said thank you; are there any other discussions; and this is to declare an emergency? Amos asked the reason for the emergency, is it just to get it done; Haire replied yes, we would like to file the annexation petition for Mrs. Evans and that's about a four month process to get that done and with the uncertainty of not knowing I wanted to get this on the previous agenda and the uncertainly of not knowing when we are going to have another meeting and also not knowing how long this process would take or how long the annexation process will take we would like to get that filed as soon as possible. Amos said ok thank you.

Motion to waive the second and third readings on ORD 20-018 made by Clark; seconded by Coolman
Motion carried by the following vote:

Yes 7 – Clark, Coolman, Amos, Bennett, Lynch, Milliken, Walker

Motion to adopt ORD 20-018 made by Clark; seconded by Coolman
Motion carried by the following vote:

Yes 7 – Clark, Coolman, Amos, Bennett, Lynch, Milliken, Walker

ORD 20-019
Development

An Ordinance to Authorize the Mayor to Enter Into a Lease Agreement with James N. Stevenson for a 30 +/- Acre Tract of Land on Parkview Drive and Declaring an Emergency (**Ordinance, Exhibit A**)

- Request waiver of second and/or third reading and adoption

Haire said this is a continuation of the lease, the city back in 2014 entered into an initial lease agreement with James Stevenson to farm 30 acres of Walnut Park and so that area had grown up quite a bit over the years and we were mowing it randomly on and off but it's starting to grow up significantly and we decided to lease it to Mr. Stevenson so he can improve the drainage and also keep it mowed and keep it maintained and we can reserve it for future athletic fields if necessary and so we continued that lease once in 2017 and that lease expired in March of this year; we don't have a current need to expand the athletic fields in that area but we would like to see the property continued to be maintained and continued to be farmed so this will continue that lease for an additional three years at the same terms with Mr. Stevenson; if you look at the map that was posted with that…this is the area directly north of the gravel parking lot there where the soccer fields are and so it's the area that goes directly north of that going all the way back to the creek, it's kind of crescent shaped. Bennett asked when do we, and maybe it's on the five-year CIP, is there any timeline for when we finish the development of Walnut Creek. Haire replied when we did the park's master plan it wasn't ranked as a priority of anyone through that process so the priorities for this park I believe were improving the walking trails along the creek and looking at a disk golf or frisbee golf course being incorporated out there and improving drainage on the existing athletic fields; this is an area we have looked at in the past; if there is a time when another school is built on the site where the current soccer fields are there on the school grounds, there may be a need to add additional soccer fields in this location. Bennett asked if there would be issued with flooding in that park, is that part of the reason we have not pursued developing that or is it just priority, we think there should be a frisbee disk golf field there, but it's not high on anyone's priority list. Haire replied it's all within the one-hundred-year flood plain, so the initial plans that were put together for that park years ago included a number of improvements to the site that would have been problematic with it being within the flood plain; athletic fields are generally easy to develop within a flood plain especially soccer fields where there is no fencing or permanent infrastructure that is put in. Coolman said to Haire that over the years you said Mr. Stevenson has maintained the property; is there tile back in there to help with the drainage. Haire said there are a few areas where Mr. Stevenson added farm tile that improved the drainage and prevent any type of wetlands that would develop; if you are familiar with the middle school site, behind the middle school there is a large wetland there, that has expanded significantly over the past few years and we are not really sure why…all the drainage that goes into that site or what's tiled back there, but Mr. Stevenson; there is a large swale that runs down through this property and you can see it in the area photo with exhibit A that I put in there you can see that drainage swale through there were nothing is growing, that portion is left un-farmed and the drainage tile actually runs to that and runs down to Walnut Creek. Hollins said just to be clear we own about 75 acres and he only farms about 30 of it. Haire said correct. Hollins said the other 45 is still park area. Lynch said he looked on the auditor's website and everything on the north side of Parkview up to Lithopolis Road is that correct? On the east side of Parkview, excuse me…the city owns everything on the east side of Parkview Road up to Lithopolis…between Parkview and the creek. Haire replied no, that is all owned by the Canal Winchester School district; Lynch said ok, up by Lithopolis Road is school district land; Haire said we basically own the dead end of Parkview Drive where the pavement ends and gravel starts, we own that portion and then we own all the way north to the Canal Winchester elementary schools. Lynch said ok, I saw that on the auditor's website, it is pretty clear but I had it in front of me, thank you. Walker asked if there are any other questions or discussions; this is an emergency as well. Haire said I am requesting an emergency, Mr. Stevenson would like to get that field planted this year but doesn't want to do any fertilizer or anything at this point in the season if he doesn't know if he can continue to lease that property. Walker asked for a motion. Amos said Mr. Haire.

Motion to waive the second and third readings on ORD 20-019 made by Milliken; seconded by Clark
Motion carried by the following vote:

Yes 6 – Milliken, Clark, Amos, Bennett, Lynch, Walker
Abstain 1 - Coolman

Motion to adopt ORD 20-019 made by Milliken; seconded by Clark
Motion carried by the following vote:

Yes 6 – Milliken, Clark, Amos, Bennett, Lynch, Walker
Abstain 1 - Coolman

ORD 20-020
Development

An Ordinance to Authorize to Mayor to Convey a Tract of Land Consisting of Approximately +/- 0.63 Acres on West Waterloo Street to the Canal Winchester Industry and Commerce Corporation to Provide for its Subsequent Conveyance to Waterloo Investment, L.L.C., Pursuant to an Agreement for Purchase of Real Estate and Declaring an Emergency (**Ordinance, Exhibit A**)

- Request waiver of second and/or third reading and adoption

Haire said you should all be familiar with these properties, we have had a number of pieces of legislation in the last year to basically take these remnant parcels that were left over from larger pieces that were within an ODOT highway easement and get fee simple ownership of the property underneath. These are pieces of what was formally Waterloo Street; it's the dead end of Waterloo in front of Aldi and in front of the Hampton Inn, and so we have been working with Casto, who owns the property to the south on looking at potential developers for these parcels so what this ordinance would do is allow the mayor to enter into a real estate purchase agreement with the developer, the developer would be purchasing the property for $30,000; the property would still remain encumbered with all the utility easements that cross that existing right of way, but the right of way would be vacated…not necessarily vacated…the highway easement would be extinguished with this ordinance and it would leave us with a piece of property that we could then sell to encourage economic development on the adjacent parcel. Waterloo Investments, LLC, is controlled by a developer out of the Detroit area of Michigan; the developer wants to build a multi-tenant retail center on this site, about a 5000 square foot building; if they were not to have this parcel, the piece adjacent that Casto owns, the .6 acres, it could accommodate about a 1500 square foot building because they just don't have enough land for parking on that parcel. So, this developer would use the parcel that they are purchasing for us to add a parking lot to the rear of the building…the building setting in front; very similar to other parcels we have had developed along the Waterloo Street corridor. This particular developer is also a franchisee for Smoothie King and so Smoothie King would be one of the tenants in the building taking up 1200 square feet and then the remaining portion of the building would be marketed for other retail and restaurant users. Lynch said he wanted to point out that particular piece of property in proximity to the hotel is kind of an advantageous are to put a restaurant because of the foot traffic from the hotel, is that correct? Haire said agreed. Lynch said this allows for a much larger building and more functional parking around the building with the use of this property; and we are selling this for $30,000 that's what is proposed. Haire said correct; it's encumbered by a significant amount of utility easements so the only thing that can be developed on the parcel is parking and we

don't necessarily have a buyer for the parcel unless they are willing to cooperate with Casto and what they are looking to do there; yes, we are looking at $30,000 which would be approximately $50,000 an acre. Lynch said ok and when we assumed ownership of said property from ODOT through all these easements what did it cost us when we purchase property? Haire replied we paid $300 for each of those parcels. Lynch said so ok, we are coming out $29,700 ahead, if my math is correct. Haire said there are two separate parcels there that we paid $300 each for and we have a significant amount of survey cost involved here, we are probably close to $10,000 in costs associated with the surveying and different items we needed to do to get to this point, appraisals and all of those things; and the other portion of this is the remaining would be transferred over to the hotel at some point in the future. Coolman said with the developer being up in Detroit…does the developer have experience with small? Haire said the developer is the franchisee for all Smoothie Kings in central Ohio and a large area of Michigan and this is what they kind of do is lease buildings they develop so it is owned under a separate entity but they can anchor the small retail centers that they develop with the Smoothie King franchise that they own; so there is a number of these around; one of the things we are doing in this contract with the CWICC is we are retaining the right to approve all the site plans and the architecture of the building which will hopefully assist with making sure we have a much nicer building on this lot and really help control what is being developed there. What we don't want to do is just sell this property and let whoever come in and re-sell it again without having any control over what happens there, so that is one of the things that we are retaining the rights to, they would have about 50 parking spaces with this, Smoothie King only requires five spaces for their 1200 square feet, so it will be a heavily parked site which is one of the issues we have run into with some of these strip centers and try to relieve…just don't have enough parking, a specific case nearby here is the Starbucks, when the Radio Shack went out of that building, there was a number of people who wanted to go into that space but there wasn't the parking there to do it. This will have an ample amount of parking which hopefully will attract another restaurant user to the site. Coolman said very good thank you. Bennett said he is having a hard time picturing the configuration of that site and I see the property we would be annexing but I am having a hard time visualizing how that would be used for retail purpose. Haire asked Bennett do you have your packet open…on page 66 it is delineated in blue the area that we would be selling that is currently part of the roadway, so the building would kind of parallel the text to the south of that it says Waterloo Crossing OP; the building would primarily set kind of in that alinement and the parking would be to the west and also to the north; the only access would come from the existing roadway stub that is there, Aldi's to the south side, there would not be any other access point on Waterloo Street. Lynch said the storefronts would actually face Goodwill is that correct. Haire replied there would be one on that side and basically dual frontage with a door also facing Waterloo Street, a back door that looks like a front door, a dressed up back of the building. Haire said the primary tenant would face out towards Goodwill. Lynch said ok good.

Motion to waive the second and third readings on ORD 20-020 made by Lynch; seconded by Milliken
Motion carried by the following vote:

Bennett asked the purpose for the waivers. Haire replied again we are in very uncertain times right now especially with any type of investment or real estate we have a ready and willing buyer at this point, I would like to speed up that process as quickly as possible, they would like to actually be under construction with this by summer which hopefully would be advantageous for us with the amount of other activity we have going on. Walker asked Bennett if that was good; Bennett replied yea, thank you.

Yes 7 – Lynch, Milliken, Amos, Bennett, Clark, Coolman, Walker

Motion to adopt ORD 20-020 made by Lynch; seconded by Milliken
Motion carried by the following vote:

Yes 7 – Lynch, Milliken, Amos, Bennett, Clark, Coolman, Walker

I. Reports

Mayor

Report

Mayor's Court Report March 2020

Jackson said the Mayor was not on the call tonight and asked if anyone has any questions or comments to the Mayor's written report. Lynch asked about the meetings of the Charter Review Commission, since we are trying to get this thing pushed forward to get something on the November ballot, are there any plans to basically do what we are doing here to use Venmo or something to keep these meetings going forward; I know Mr. Stobart, who is chair of the commission, I am sure uses that on a regular basis at his everyday job so is there a way we can get this set up to help them out or are there plans for that. Hollins replied we have over the course of the last week formally canceled for the time being the in-person meetings and we are trying to get a hold of Mr. Stobart and the rest of the commission to see if there is an appetite to try and do that and have a process by essentially June that would allow items to be on the November ballot or consider…by charter their charge is to report to you by the end of the year but with the strange times that we are in at this point they may take advantage of the time period that they charter gives them and not try and rush it through, but that is completely up to them and we will work with whatever their desire is to get a meeting set; if an electronic meeting is done between now and June we can certainly work with them on that as well. Lynch said outstanding, thank you.

Motion to adopt the Mayor's Court Report for March 2020 made by Coolman; seconded by Milliken
Motion carried by the following vote:

Yes 7 – Coolman, Milliken, Amos, Bennett, Clark, Lynch, Walker

Fairfield County Sheriff

February 2020 Statistics

Jackson stated the Fairfield County Sheriff Deputy Hendershot is on vacation, and his report is in the agenda packet.

Law Director

Hollins commented about strange times and trying to hold meetings electronically; thanked the state legislature for the guidance about how to do this meeting; we will continue to work on how this functions best and do the business we need to get done. A couple of things…I sent out an email seeking some input it's attorney client privileged working on a real estate transaction and it is awfully hard in my opinion to try to pull off an electronic executive session so if you would provide my the leeway if we can do that through the email attorney client privilege we would be happy to do that, and if the desire or the

consensus of the group here we can move ahead with negotiating the deal, the transaction, and then we bring it back to a work session for a vote on any potential contract. As well, I have been corresponding with Jackson and Haire, we do currently have a public hearing set for next Monday, and I believe it's at 6:00 o'clock next Monday the 13th, we have sent out all the notices, we don't anticipate a whole lot of public responding to that public hearing notice on this particular rezoning; we can give you more details on the rezoning if that would be helpful; in absence of one additional office building on Winchester and the reason we need a public hearing is because one of the tenants that desires to go into the new building is a special needs school which unfortunately the current zoning is not permitted as conditional use however the parcel just south of it right next door is planned commercial, and the planned commercial building we could look at…it would allow the use; again we don't anticipate a whole lot of public participation on such an issue, but we did a public notice for the hearing; if I could possibly get four council folks to show up at six next Monday to call a public hearing to open it, make sure nobody is there to speak, and close it, I think we could be done in about fifteen minutes and still comply with the timelines in our code. I wanted to throw that out for your consideration so we don't have to put off the public hearing; a public hearing is very hard to do electronically; just throw it out for your consideration I need four volunteers who are willing to show up. We are looking around the room here, I think the four that are here in person can be there for the public meeting; thank you that really helps so we don't have to reschedule it. Other than that, I don't have any other formal report, and thank you for your flexibility to work through this.

Finance Director

Report

Jackson highlighted the items from her written report in the agenda packet. As you all know the federal tax filing deadline was extended and the state follows suit and the municipal income tax deadline also gets extended, it's been put out on our Facebook page and our website; the RITA website also has all of the extension information on there, so July 15 is the new tax day for 2020. Also, the Dr. Bender Scholarship applications were originally due April 1; we have only received two by that date and unfortunately one of those is not eligible; so we decided that given with the schools being closed and the kids not being there that we would extend that deadline, and the new deadline is May 15 on that; I guess that is working under the assumption that the kids will be back in school sometime in May and if that doesn't happen we can reevaluate as we get closer to that. We did receive a third application over the weekend, so we now have two that are eligible, but hopefully we'll see more than that. I know you are probably all wondering what we are doing with our budget. Given the situation that we are in a lot of our employers in the city have had to make some cuts, laying off some people, production has stopped in some of our bigger businesses so we are taking a look at our budget and we don't anticipate having to cut anything but we are going to look at the project we had planned for the year deciding what we are already committed too that we need to move forward with and what can be held off until we feel more comfortable in our revenue. Our fund balance is healthy and we are not in any dire situation by any means but obviously we are going to do what is fiscally responsible for our community, so we have just started looking into that, I will have more information as we get farther along in that process; I don't think we are going to be cutting anything, we run I don't want to say bare bones, but we are very good at what we do here with minimal staffing and we are hopefully going to continue down that road. Lynch commented thank you for the clarification, you answered all the questions that I was going to ask; want to say the city is doing a great job with the social media as far as getting information out to residents, I believe Amanda Lemke spearheads that and you guys are doing a great job with it so thank you.

Public Service Director

Report from Construction Services

Report from Public Services

Peoples said a few items from his written reports; on the Winchester Park improvements the contractor has completed installing all of the playground equipment, the shade sail and the shelter house and the concrete in the shelter house is done as well; the only thing left is a little bit of restoration and then some of the furnishings we have to put out there; if you haven't driven by that it looks really nice other than piles of dirt and mud everywhere. The distracted driver signs went out last week, were installed at the eight entrances to the city so those were put out, I believe it was effective on the first. The pergola at Stradley Park was starting to show its age and we had a contractor staining that over the last week or so and it's about wrapped up on it. Then the spring mowing has started. At the water plant hydrant flushing will be started here directly; and lastly if you noticed we were out on Gender Road over the last two weeks doing valve bolt replacements, we have done that every year following a catastrophic failure of bolts rusting out, when you get a chance please take a look at page 82 in the agenda there is a picture on the bottom of Joe Taylor's report that shows the bolts we have taken out of there and as you can see that is why we do this, that we spent about couple hundred thousand dollars on this over the last ten years or so, but that was a preventive thing so we don't have a catastrophic failure. Lynch said with everyone staying at home and we have had these problems in the back are we getting any wastewater backup with flushable wipes or foreign objects that should not be in our wastewater system, has it been a problem here lately or have residents been pretty good about that. Peoples replied that we have not had a backup caused by it, I can say we do continually clean these out and Steve is very proactive to clean out all the pumping stations we have, we clean everything at the pumping stations quarterly and that definitely helps out; we have had some major pump failures, specifically at South Gender that were caused by the flushable wipes; Steve got with Amanda Lemke and they put out a public service announcement, but it is definitely causing problems throughout the world, London had some problems, there was an article in The Dispatch and the U.S. EPA has sent out quite a few press releases about it as well; if there is no toilet paper and people are grabbing wipes, the last couple times I have been to the grocery store there has not even been wipes so you know they are being used. Lynch said yes, communication and education are probably the best things we can do; yes, just keep up the efforts to keep people educated and informed and hopefully we can prevent these problems from happening in the future. Peoples said just because it says its flushable on the package, please do not flush these, they will go down the toilet but they will cause a problem somewhere else; please don't use them and if you do use them throw them in the trash. Clark said good to get the work out, thank you. Coolman said in your report you talk about the Gender Road signal synchronization project and you plan to review with ODOT; can you give me a little more detail on that please. Peoples replied we are partnered with EMH&T they have their traffic engineers looking at the traffic synchronization model that ODOT's contractors put together and we just had a couple of minor comments on that and they thought the model that was put forth based on current traffic counts will be beneficial to the corridor. Coolman said so no surprises on your end result and what you re-submitted back to ODOT then. Peoples said no, the EMH&T traffic engineers did not have anything major. Bennett said he saw an email about we were going to discuss waste management, but it's not on the agenda, will it be covered under old or new business; Peoples said yes it was supposed to be on the agenda, but must have been some miscommunication; it will be discussed under old or new business. Clark asked about the Northpoint utilities extension, with the

current situation on that project, are we watching that and how far down the road are we going to get with costs and things like that if that project doesn't get moved forward at some point. People said we have not awarded the project yet, there is a specific timeframe that we either have to award or decline, we have not reached that yet; on the other side we also have a contractual obligation with the developer to provide the utilities for that site so we are balancing those, too. Clark said his contractual agreement was delayed on his building, right? Peoples replied yes on the developer and that's why we are holding off on approving the contract for the utilities so if it comes a point where we still don't have anything from the developer, we'll decline all of the bids and work with the developer and see what their timeframe is and possibly just re-bid it. Clark said ok, makes sense, thank you.

Development Director

Report

Haire said to echo what Amanda said earlier, we are definitely keeping a close eye on the businesses, I have been in constant communication with a number of our larger employers specifically our manufacturers, I am trying to assist them to connect to any resources that can help out them or their employees; Honda announced today they are extending their shutdown until May 1; we are really reliant on the automotive industry as three of five of our largest employers are in the automotive industry, so they are essentially almost completely shut down in terms of any production, only Nifco has a small portion that they are running; HFI and TS Trim are essentially shut down at this time. Also, I have been communicating quite a bit with restaurant owners in the community and just talking through options for them and connect them with resources as well. I think everyone needs to be prepared that a number of the businesses that have closed down are unlikely to come back after this is over depending on how long it lasts. So, I would just ask for you all to consider supporting local businesses that are here and encourage others to do the same so they can make it through these uncertain and unprecedented times. As Mr. Clark mentioned about Northpoint we were scheduled to close with them on March 19th, but they notified me on the 18th that their lender had pulled their financing for this project due to the uncertainty in the economy. They seem confident that they will find another lending partner to move this project forward, they just need more time; their primary tenant's in their buildings are in e-commerce and I think the situation we are in now it only advances e-commerce to become more widely adopted by the general public so it will actually increase the need for e-commerce warehouse space; that is kind of still baring itself out in the market, there is still a lot of activity for industrial leasing for e-commerce tenants in the Columbus market. The CWICC did extend their contract until July 2 to allow them to find a new financing partner for that project. We also received notice from Gideon Properties who put the property in contract the 1.77 acres in Canal Pointe that they were terminating their contract with us for that project, not specifically related to the current economic situation we are in because that is not a clause they can terminate with so I am not sure or not it was due to an easement they didn't like on the property that every other buyer has gotten around in the past. So, that buyer is no longer in contract for the 1.77 acres in Canal Pointe. I have been checking on all the other construction projects and the developers of those and it seems like everything else is moving forward at this point. Winchester Office Park, the re-zoning hearing we are having next week, that is still moving forward, the 16,000 square foot office building, Shooters restaurant is still moving forward with their engineering plan reviews, same with Panda Express, so that activity is going strong. Still continuing to see strong activity in residential development, we issued 25 permits for new single-family homes in March, probably the highest in any month since I have been here, and I have been here nine years now, the activity is as strong as we have seen in the last decade in terms of new single-family residential housing. Planning and Zoning is intending to have a meeting next

week, but still working on details of how that meeting is going to be held; on that agenda we are continuing the Greengate Condominium development from the last meeting due to some outstanding issues like a traffic study, it will be on for a final development plan approval and Winchester Veterinary Clinic on Thrush Drive, I know that is project many of you have heard from your constituents about, because it sat vacant for so long, they have redesigned that building and redesigned the site and they will be back before Planning and Zoning for a conditional use application and a site development plan application. Everything else seems to be moving along and I will keep everyone updated as we learn more from our employers about what their plans are, not slowing down any major grocery store retailers.

J. Council Reports

Public Meeting Regarding Rezoning, Monday, April 13, 2020 at Town Hall starting at 6:00 p.m.

Conversation with Council Town Hall Meeting - Tuesday, April 14, 2020 at the Community Center starting at 7:00 p.m. (CANCELED)

Work Session and Full Council Meetings - Monday, April 20, 2020 starting at 6:00 p.m.

CW Human Services - Milliken

Much like everything else things have slowed down; but still driving clients to medical appointments, still operating the food pantry, in need of personal care items.

CWICC - Clark and Coolman

Clark said the next meeting is April 29 at 11:30; Haire said it will be a call-in style meeting

CWJRD - Bennett and Amos

Bennett said we have an emergency meeting tomorrow at 7:00 pm and discussing a refund policy; informed recently the lacrosse league has canceled its season, no official word from the league yet for spring soccer, middle school kids and younger divisions usually the ones to play against each other; also exploring idea of a shortened summer league or do we just wait until fall, but checking numbers and cross registration with baseball in summer to decide about any option for summer soccer, both soccer commissioners also participate in the baseball league so there could be some challenges with that. Trying to keep residents' updates with what is going on and answering their questions. Back to youth soccer, working with the Pride league, they have facilitated some kind of online training for their participants and looking at extending that to everyone in the joint rec that has registered for soccer so we might be able to offer that service to them at no cost to the joint rec; so even though the kids are stuck inside and can't really play soccer they might have some training things they can do, again at no cost. This is another thing we will be discussing tomorrow at our emergency meeting. Amos said we do have a meeting scheduled for April 16 and will do online.

Destination: Canal Winchester - Walker

All future meetings are on hold, Art Stroll is canceled, Farmer's Market is on hold, and Blues and Ribs Festival is on hold.

K. Old/New Business

20-101 Canal Winchester Lacrosse Association Bed Tax Grant Letter (**Letter**)

Jackson talked about the lacrosse letter that was in the agenda packet; she said we had awarded the Canal Winchester Lacrosse Association $1000 through the bed tax grant at the end of 2019; about a month ago I was contacted by Joe Malone who I believe is the commissioner or president, but they did not have the registration and interest they were hoping for and he inquired as to what to do with the funds. He has written a letter asking if council would be willing to let them modify their project, it is outlined in the letter in your packet, I'll let you all decide what you would like to do. He also understood if you didn't want to do this they are willing to send the funds back. So, I just need to tell him what you have decided. Bennett asked if he may go first as head of the joint rec; it would be my feeling on this with the learn to play that should follow the joint rec view with our relationship with them I personally would not want to proceed with awarding those funds for a learn to play program, I feel it should fall under the joint rec; if they are going to run a club style program that is one thing, but to support them developing players we want them to come through the joint rec then go to the clubs and the school program, I think that should be the model we are looking towards. To give them resources to develop their own programing I think is problematic. Coolman said my input is that we have already set the precedent and their application for the money was for one purpose and now they want to modify; previous to this we had two occasions requesting to modify our standards on the bed tax grant program, one was with the chamber where they missed a deadline and they wanted to know if they could apply late and we upheld our rules of the grant program and did not allow them to do that; and the other one was the rotary and whether we should allow them to use that money towards those books and we evaluated whether their project was good enough or not; bottom line is I think we have some rules in place, we have a previous precedence we have already set, so I as well would not be in favor of allowing them to modify. If they need to modify they can come back next year and reapply and I think they should return the money cause it doesn't meet what they put on their application. Clark said he agrees with both Mr. Bennett and Mr. Coolman and I would add that at the end of their letter they basically said they were buying sticks and balls for each individual child and they get to take that equipment home and it's theirs and I thought my understanding was to buy the stick and have it to use year after year to reuse. Jackson said I think their original application was for uniforms…Clark said and they were going to reuse them and not assign them…I am ok with that but it sounds like they are changing from that and going to having some sort of camp and having these kids…give them all this stuff and they get to take it and go home; your one and done. Jackson said so what I am hearing from those that have spoken is that we are going to tell them no and ask them to return the funds…is that the way that we are going? Amos said that is what appears to me. Coolman said I would prefer it that way so we can be consistent and have a strong basis on how we make these decisions going forward. Jackson said alright I will let them know, thank you.

Walker said before we move on, Mayor Ebert has joined us. Ebert said I have heard everything from the very beginning, I don't know why you couldn't hear me. He said he just wants to add to his Mayor's report and say the entire staff from the directors all the way down to the and including the hourly employees have done a great job, all gone above and beyond working odd ball hours and odd ball days that they are not used to working and nobody has complained a bit about it, so I just want to commend all of them and publicly thank all of them for everything they have done. It looks like we have a little more way to go yet, we have not had any illnesses yet, starting from the first day we were going around sanitize all the buildings every day at the end of the day, I think that is something that has helped us immensely, we have had no illnesses so hopefully it stays that way. That is all I really wanted to say. Walker said thank you Mayor Ebert, does anyone have any questions for Mayor Ebert?

Peoples said there was an email sent out this afternoon with some highlights from a proposal from Waste Management (WM), I will go through that line by line to make sure everyone understands. This is a discussion item only at this point but we will need some direction and I will explain that a little bit later. So, I will go through the highlights now. This is a five year and two-month contract, we are currently finished a ten-year contract and WM wanted to make sure we change that up due to things that change during a ten-year period. The two-month added because the end of the contract is right before Labor Day and if we were trying to do anything it would not be a good time for us to try to be changing right before Labor Day so that is why it is five year and two-month proposal. It is weekly trash and every other week recycling. The city would be split into two, the truck would be on half the city one week, the other half the other week. This is an automated pickup which means everything has got to be in the containers, they will not pick up anything lying beside unless it is a bulk item and I will get into that a little bit later. The proposal is for $22.50 a month, the rate includes a 90-gallon trash cart that WM provides and a 65 gallon recycle cart. Bulk pick up is up to two items per home once a month and they do need to be scheduled. There is a 4% annual adjustment. There is a 10% senior discount for those 65 and older. The franchise fee to the city remains at $25,000. The fuel charge that you currently see on you bill has been eliminated. An additional trash cart can be rented for $14 a month, the rental is not $14, but to pick up the cart is the additional cost, and an additional recycle cart is $9.50 a month. Bulk items can be scheduled for pick up with additional charges. There is unfortunately a fee to index recycling charges and that is based on whatever the recycling processer is charging for drop off at their facility. I don't have a whole lot of information on this but in a roundabout way it is a ten-cent increase for every five-dollar increase in the cost; if it stays under $60 its ok, but we can get into that a little more at a later time. There would be additional recycling pickup around Christmas and New Year's Day for all of the recycling that comes from the Christmas holiday with boxes and stuff. The collection day will be changed to a Wednesday or Thursday, they requested this with some of our neighboring communities if they already have Monday pickup, plus there are a lot of holidays on Mondays that they have to try to work around in their schedule. Also, WM will supply recycling education materials to city residents. We have been working with WM on this about a year and longer than that on the recycling as you all know; we have been working with SWACO in their consortium and one of the decisions that has to be made is that WM…if we are included in the SWACO consortium public bid they will not be able to continue to negotiate with us and the reason is they do not want to have a negotiation out there and also do a competitive bid, so anything we do with the current proposal will stop and they will be looking at bidding on the consortium contract. I don't know if that is a guarantee that they will but they said they will be looking at it. The consortium two contract will go out for public bid on May 14, so we will have to make a decision whether we want to continue with being in the consortium or continue negotiations with WM. So, with that if you have any questions please let me know. Milliken asked what is the reasoning for the every other week for recycling? Peoples said from an efficiency stand point, it's a 65 gallon recycle cart, the consortium two contract are 18 gallon totes, the little open top bins if you have seen those along the road, that is what I know Madison Township has and the majority of the consortium two communities have that as well, so one 18 gallon tote once a week, you can put roughly four of those 18 gallon bins into one 65 gallon cart from a volume standpoint. City of Columbus has a 65 gallon recycle cart and they are every other week as well and I think they are in the seventh or eighth year of their contract, I think it's pretty well vetted out that way. Amos said I want to make sure I understand that recycling that everybody would get the containers for trash and recycling; Peoples said that is correct. Bennett asked Peoples if he was going to elaborate there. Peoples said everybody gets one recycle cart and one trash cart. Bennett asked how are they breaking that out, I know it is included in the cost and there are grants where we can off-set the cost, the question is that a hidden fee to our residents that they are baking in. Peoples asked what are the grants that you are speaking

of…is that the cart grants? Bennett said yes there are grants with Ohio resources and SWACO does some…there are multiple grants out there. Peoples said that would require the city to own the carts and maintain the carts; the SWACO grant I know you said there are several out there; us owning and maintaining those carts is not something that interests us when we were going through that; I guess to keep in mind, to elaborate on that a little bit, right now 63% of our residents are currently renting the carts, so as far as some hidden costs in there I am not real sure, I just paid my bill and I rent a cart and with the cart rental and the fuel charge it was $60.15 something like that so with recycling added and the additional cart added its going to be $67.50 so it will go up $7.50 a month for the 63% of people…residents…who are currently renting a cart, our residents who are renting. Mayor said and there will be a ten percent discount for seniors. Bennett said I will include for comparison my WM bill the most current one was $52.11 with everything included. Peoples asked with the cart included? Bennett said his bill doesn't show renting a cart…Amos said she doesn't rent a cart either; Bennett said he does not have a cart attached to his bill. Mayor said it is going to be mandatory for all waste haulers in the very near future that everybody has at least a trash cart; we have been reading so much about this, the drivers are getting sick every day, they are losing drivers every day, not to death, but to illnesses and it's going to be mandatory by the end of this year anyway if not sooner. Bennett said he understands they are trying to automate the process and they are going to require that at some point; I just wanted to point out that while People's bill will go up $7.00 a month my bill will go up about $15.00 a month…quarterly, not monthly. Mayor said so you have been getting a free cart…Bennett said yea, but no, not if my bill is going to go up…Amos said no, we own our carts, I purchased my own. Peoples said that is the biggest change that is part of this other than adding the recycling it is the automated pickup; this is from an efficiency standpoint, I did ask them to provide a quote for non-automated service and they said they are not doing that any longer on new contracts or re-negotiated contracts. Obviously there are some advantages not only for them, but that is the number one biggest change is that everything has got to be in the cart; and there are people out there…it was interesting that this 63% of our residents are renting a cart, and that number might be more if people are not being charged for carts or that type of thing, but 63% are doing that and of the 63%, 5% of those are renting more than one cart, so from a trash volume standpoint there is an additional charge, it is more significant than what it is now but as the Mayor said there are a lot of things changing in the waste business from a safety standpoint and the automated is…again going back to the drivers, their workers comp claims are astronomical with them picking up and throwing bags full of whatever; that automation is part of an industry wide type of thing that they are looking at; I have spoken to a few of you over the past year and while we started getting into the consortium contract I don't believe it is required in the consortium contract it was discussed as part of that and currently Groveport and Whitehall, they got a little subset of the consortium two contract and they are currently out for bid for essentially the same service, the automated I should say. Amos said I appreciate the fact that recycling was included, obviously that is something we have been pushing for, the community recycling events have been a huge hit and are already missed and we have only missed two of them so I appreciate the fact that it is in there; so Matt what you are saying is we need to decide whether we are going to pursue the consortium bid or stop now and accept the WM. Peoples said well we wouldn't have to necessarily accept the WM, we have gone a couple of the terms on here that we didn't like, we can continue to negotiate with them, obviously there is going to be a drop dead date; I did speak with SWACO and that drop dead date is May 7, which is after our first council meeting in May, so that is why this is a discussion item only, we have plenty of time to look at that and ask any questions. When we first started talking to WM we really wanted a decision in May anyway to get the process started so they could get carts out and get through the transition period. Amos said a question she foresees is if a resident already owns the cart, because I did purchase mine from WM, if they already own the cart, is there a difference or is that

negotiable or are they going to just drop you off another cart and that's it. Peoples I guess I am not aware of any program where you purchase a cart through WM, to me it has always been a rental fee, have a recent email that says a resident will not own their cart, they belong to WM, the resident is renting them, the rental fee is built in, it is not an extra charge like it is now. Bennett said he wanted to call out a couple of items since we are in the early stages here, the annual adjustment rate would be 4%, but our current adjustment rate was 2.5% but then added the fuel charge. Peoples said the fuel charge was all over the place indexed to a government formula, and since that is eliminated it would stay a little bit more stable. Bennett said he would like to know how they are determining a 4% annual adjustment, from the current adjustment, I understand they are banking in the fuel charge, but I guessed they were banking in the fuel charge into the $22 per month charge; I believe the fuel surcharge falls outside of that. Peoples said it is 2.5% plus the fuel surcharge. In their first discussion with us it was a 5% annual adjustment and we did talk to them and it came down to 4%, it will offset the fuel surcharge a little bit. Bennett said the additional cart cost seems extremely high as well; Peoples said I agree, that is another one of the items that we talked about, they are basing it on…so it is another cart, take current rate of $3.00 a month and back that out of $14 basically it's an $11 a month charge and that is for the trash itself. Bennett said so the increase is to pick up the additional cart; Peoples said yes they provide the cart and have to dispose of it; Bennett said this is an incremental increase if you are a high trash or high recycle volume home; Peoples said right and with the automated pickup that will effect some people, I have seen some people who put trash along the side of their bin if they have a little bit extra, at my house with the recycling I don't see us having a problem, for an average homeowner family of four type of thing, you know just base it on that. Mayor said he has one cart and has had a rental on it for umpteen years and his cost for three months is a few cents over $60 but with not much more cost we would be getting recycling, it's a heck of a deal I think. Bennett commented about the franchise fee…would we lose that if we go to the SWACO consortium; is there a benefit to conceding that and giving that back to the taxpayers; Peoples said the franchise fee is worth .85 cents a month. Mayor said there are a lot of benefits to having them here in Canal Winchester, they help us with the all of the festivals, they will bend over backwards if you need cardboard containers, they will give you what you need. Bennett agreed they are a great partner; considering how to do this outside a consortium, if everybody moves to a consortium then we start creating monopolies within that sector; everything in here and the sort of breaks that we could ever concede to someone and the price still seems to be going up; and my question about the franchise fees as a city want to keep it local for income tax and the tax incentives; I know it's minimal but should we consider any type of benefit of the franchise fee we can give back to the residents even if it is .85 cents per month. Mayor said the franchise fee is used for road repairs from the trucks and wear and tear on the roads and that's where the bulk of that goes to as well as those types of things. Bennett said from a city council perspective it seems like our road funds are healthy and it seems like $25,000 is a drop in the bucket to that kind of fund, we are looking at a million dollars in street programs, and if anyone on council feel free to jump in…who thinks keeping the $25,000…he would like to show residents the benefits of keeping WM here and doing this contract outside of SWACO, even if we conceded .85 cents back to a resident and it got the bill down, it's not even 1% of the next increase they are going to face; the last thing I will call out is I would like to see them do more than provide educational materials for recycling, maybe do a seminar or an event, or a video, something more than printed materials, more ways to engage that, something more robust than limiting it to a flyer. Peoples said they talked about having fridge magnets to remind of the pick-up date every other week and what items can be recycled. Lynch said cardboard seems to take up a lot of space in every recycling bin, and it piles up, is it possible to have WM have a designated bin at their location outside the fence for people to put cardboard in 24/7, does that make sense. Peoples said they have one out there now and it will take anything, it is separated into three sections, there is still one out there, they

were also getting a lot of dump stuff, not the toilets like we did, we have not discussed whether it will stay…for cardboard only. Lynch said he thinks this would be good to explore for cardboard, I think it would go a long way, I just took a pickup truck load to recycle, just my two cents; I think the rest of the proposal looks good, I think it's fine; concerned that they will drop this if we pursue SWACO, like the idea of keeping it local if we can. Peoples said they won't drop us, they just don't want to bid or negotiate against themselves in the public realm, it's not anything that they would want to drop us or continue working with us, it just they don't want to bid against themselves; Lynch said that makes sense. Bennett said he sees the term is five years; he would be interested in a shorter term maybe three or four year and look at SWACO's consortium and maybe lining up with a different consortium that maybe we are a better fit for. Peoples said the consortium two is our fit and we align with consortium two from a contract standpoint they will be starting five years starting 1-1-2021 just a little overlap with the dates; Bennett said thank you. Mayor said there are issues to shortening the contract too much, possible increase sooner; Clark asked what the Mayor was saying about shortening the contract…an increase; Mayor said if you have a five year contract you are locked in for five years, plus the 4% increase; if you have a two year contract to me you are asking for an increase after two years, I don't think it's going to go down. Peoples said keep in mind they would be making an investment in the carts, we have roughly 2500 households that will get a recycling cart; the SWACO grant for recycling carts were at $47 per cart so that would be $117,000 investment just in the carts, if they can get them for $47 if SWACO was doing a volume deal as well, which I am assuming WM would get; if you can understand the investment they would be making, additional investment in their automated trucks, switched their whole fleet to compressed natural gas, will have to convert some existing trash trucks to recycle trucks, so the investment is there and I think the five year contracts do make sense and again it is aligned with the consortium two contract. Bennett asked about partnering with WM and seek additional grants through other resources…we would have to wholeheartedly own those carts outright to get a SWACO grant not if we partnered with WM or anything like that; Peoples said he is only aware of the SWACO grant and that one is so we would have to own the carts. Bennett said he thinks there is a grant through Ohio Department of Resources, as well. Mayor said we would have to maintain a cart inventory somewhere for new people moving into town and new houses being built and somehow in order to get grants; Bennett said he understands we don't want to manage that, he was just trying to see if there was a purchase we could work with them on making and then shift all of the responsibility over to WM…donate them or hand them over to WM for future management and basically turn it over to them after that initial purchase, but again that was just a question, it may be more complicated than it is worth. Coolman said in talking about these trash receptacles I think about throughout the year they have to have a cart inventory to replace ones that residents damage, automation damage from the trucks handling them, they can shatter those containers or break an axel on them or from weather damage, they have quite an investment in them; a question I have is the $22 a flat fee for each household or is there a consideration for the size of the household; Peoples said it would be the same for every household, except for extra 10% discount for seniors or if household ordered additional carts. Coolman said they recycle his office business cardboard at the WM location, also, they get a lot of cardboard boxes when they receive office supplies, and he would like to see that bin stay out there, and maybe for local businesses maybe others do that, offices like mine, maybe they don't, but for me personally I like to see that out there. Mayor said they would keep doing it as long as people don't pile stuff up around it like they did here, like the issue we had. Milliken asked about the 4% annual adjustment and maybe after five years we outpace the market rate, would we contract over our starting point, does that make sense; Peoples said we moved it down from 5% from the initial discussions; whole waste industry is changing, discussions of China shutting down recycling and recycle commodity prices have plunged and they are just not making enough money off some of the recycling especially when it is contaminated with a lot of

stuff that is just not recyclable even though people fill stuff up it is just not able to be reprocessed. Milliken said his concern is we come to the end of the contract and we are paying so much and somebody else is going to come in and…Peoples said to undercut the price…Clark asked where do they come up with their 5% figure, is the inflation that much in this business or cause it is clearly not the inflation rate, the CPI; Peoples said it is on their proforma that they have done, there is volatility in the market but with SWACO here there is stability from a local standpoint but the recycling is kind of up and down type of thing, there is a huge amount of investment that I talked about before; just from a reference standpoint New Albany and Blendon Township are part of SWACO consortium number one and they just went out in the past year, starting this year at $20.78 and that does not include the trash cart at every home or does not include a discount; Madison Township is at a little less than $19.00 a month, they are in consortium number two as well, and are rebidding out, they opted for a three year contract with the ability to extend it to the full five in the consortium, their original first three year was roughly $14.00, their most recent they only got two bids on basically bid it out for another two years it went up to $18.75 something like that and that is just the 18 gallon bin, their only other bid on that was upwards of $25.00 a month, so it was surprising to see that big of a difference, just SWACO staff that runs the consortium was surprised with the gap between the high and low bidder on that and there being only two of them. Walker asked if that increase is consistent with other communities every five years; Peoples replied I don't know, I don't believe so, the consortium contracts are so they pay one rate for those five years, other than Madison Township had decided on the three year, so the consortium number two who are in that they are paying right now $14.00 and change a month so as we were sitting in the meetings about consortium two the attorney that is representing SWACO he represents all of the consortiums, represents SWACO, he was warning everybody to look for a $20.00 and up monthly rate and he says that is just the way it is so obviously with New Albany and Blendon Township at $20.78 that is probably where he is getting that information. Lynch asked who did you say was at $20.00 a month right now? Peoples replied $20.78 is New Albany and Blendon Township; Lynch said ok got it thank you. Coolman asked if the rate is for the current population of Canal and how do we go forward as we continue to grow and where do we look in the future for these rates, do we do an age study of who is over 65, how do we move forward, the $22.50 is ok if we don't have anything to compare it to; Peoples said he is comparing it to what we are paying now and again I will use himself as an example my residence is $60.00 a quarter and I rent a cart for another $2.50 a month we are adding recycling and another cart with it, now it is everything in the cart, keep that in mind, when we have talked about recycling all these years it was always based on that we had rates of about $4.50 all inclusive…to be added to the base rate, at that time I believe they were the 18 gallon bins and not the 65 gallon carts like they are now, so at $4.50 added to what we were paying at the time we were far outpacing our neighbors in Madison Township at $14.00 a month for recycling, we would have been at the time about…trying to do the math at the same time…Bennett said one other concern as we talk through this you were talking about Blendon Township the ones that just got requoted $20.75 are they paying that much additional for an extra cart; Peoples said he doesn't know, this was just information he has received, basically for a comparison type of thing; Bennett said his big concern and question is that those folks who are putting out two trash cans per week I am concerned they will start to leverage their recycling and contaminate the recycling to save costs; Mayor said WM will monitor that, all the waste haulers will be monitoring that pretty close; Bennett said so they will monitor it and flag a resident who is doing it and say sorry we are not going to pick this up, okay I want to make sure we have a solution for that; but I would be curious if consortium one is paying that much for additional trash volume because it seems like there is a hidden fee in there if I am a large trash producer and I am sort of okay with penalizing large trash producing homes and getting them to think about how to decrease their volume; Peoples said there have been some thoughts that they bring in trash from friends or family so that person doesn't have to

pay for it as well so if they live out in the township they just bring their trash to their parent's house and throw all of the trash into one person or if there are multiple families living in one house so I wouldn't call it penalizing someone who is a high user but if that is just their situation that they have multiple families in one house then they are going to produce more trash and if they are producing more trash and it is by the ton and the more you put in the more it's going to cost. Walker said okay is that all of the questions and discussions tonight. Bennett said do we need to provide Mr. Peoples any direction or is he going to continue to negotiate with WM in the interim; Peoples said there were a couple of little items that we were working with and we kind of left it along until we had the discussion so we weren't adding and changing things as we were continuing to discuss I don't want too much to change, it would be great if the cost went down, but we are working on a couple of things after talking to SWACO there were a couple of things that are in the Groveport/Whitehall bid that is out right now, a couple features that we would like to add in there and so obviously any direction at this point, this was always for discussion only this evening, we have a month to go before we have to make any decision and like to take that time and digest this and I have a couple notes here that we can go back as well so I would save direction until the next couple of meetings; Bennett said his question back would be about a reference earlier about whether we were sure we are going to continue to have meetings moving forward or when our next meeting was going to be; Peoples said it was the next meeting and concern about whether to take it down, not sure how formal a discussion, but to have just one meeting a month as we are going through this, but that was before we came in with this format and we'll take a step back and see how this process worked and decide before the next normally scheduled one. Mayor said can also have discussion by email as well, send it out there to all council, Matt, myself and Amanda as things to work on with them. Walker asked if there were any more questions tonight.

Bennett asked about Audra and her part-time position and obviously she is not with us tonight, do we have a set schedule for Audra moving forward or should we be sending all of our clerk of council communications to Ms. Jackson, how are we handling that in the interim; Hollins said to send to Audra with Amanda copied; Jackson replied Audra is basically working as needed so all of that will depend on council's schedule for meetings, she will be in tomorrow to do the minutes and that is as far as we have gotten, so you can still send it to Audra but I would make sure I am copied on it just so make sure it gets where it needs to go; Amos said just out of curiosity was there conversation that took place that furloughed her because I don't recall seeing anything in our email where it discussed what she was doing; Jackson replied we furloughed all of our part-timers, well we didn't really furlough them we just kind of put them on modified schedules; Mayor said everybody is on a modified schedule; Amos said I get that, I am totally fine with the modified schedule I guess with it being a council position I just thought we would have all been invited into the conversation prior to finding out by word of mouth; Mayor said which mouth; Jackson said we are trying to avoid having too many bodies in our building and logically speaking it made the most sense to start with the part-timers and when that second council meeting in March was canceled there was no reason for her to be in the office so she didn't come in again until right before this meeting to put packets together; Amos said her request would be for Mr. Walker serving as president that you please keep us informed when decisions are made, not that that would have changed my opinion at all, I completely agree with what was done, I would ask the president to keep us informed about decisions being made because I don't think the information is getting relayed back to everybody, not that I don't agree, I just want to be kept in the loop; Jackson said just out of curiosity was there anything that sent to Audra that was not taking care of because the first communication that I got from council or that I was made aware of was probably Wednesday of last week; Amos said you cut out for part of that, I think what you said was…was there any other communication that was missed that went to Audra only; Jackson replied yes, anything that has happened since the beginning of March, because

last Wednesday was the first I had heard from just about everybody on council; Amos said I can't think of anything, I would have to go back and look, I can't think of anything that was not a conversation by phone but I would have to go back and look, with everything going on there hasn't been much going on; Coolman said Jill, I know I am fault for some of this because I promised everybody on council that we would meet; we all recognized that Audra needed to have her job outlined cause it was never done when we hired her and as of January she has been on the job about three and a half months and nobody ever gave her any direction other than Amanda and other gals at the city on how to put the packets together cause that was the main focus so I can put together an email for you that I outlines the meetings that I have had that I told you guys in executive session alluding to the action to be taken with Audra to bring her up to snuff, she is our employee, so I apologize for that, I will put that together and I will send that out to everybody as far as what we have covered in her job description, I also have an additional job description that defines her duties and going forward as Amanda alluded to earlier it was just a move that was made with all part-timers; Amos asked is the job description that you are referring to different than the original job description, has there been a change to that that we are not aware of; Coolman said I have no idea because I never saw the original one, so I will send out the one I have and you can tell me; Amos said sounds like a plan; Coolman said seriously I never seen on until I got to the task of meeting with her and going through things with her regarding her job outline, that is why it seems that different hands are in the cookie jar because Audra has been kind of out there by herself since we hired her because a lot of things were going on at the end of last year and she never really got the attention that was needed to outline her job duties, so I took that upon myself in January and I did meeting with her with Mr. Walker and we covered some items that were needed to get her up to snuff, how to use the software for putting the packets together, I don't know about the rest of you but I think it is pretty telling when she is not up to snuff because we have had packets put together that were incomplete or incorrect, we can sit here and name all kinds of examples, but the bottom line is for her she is governed on a daily basis by Ms. Jackson because none of us are in that building so it really is not fair for us to determine when she comes and goes to work when we don't even know her workload; Amos said I don't think that is up for debate; Coolman said I think everybody needs to be on the same page, and I will make sure we all are. Walker commented that the Ms. Jackson, Mayor Ebert, Mr. Peoples, they have all done a great job of getting the messages out…if you will go ahead and email Audra and copy Ms. Jackson and the rest of us and we'll move forward, we thank you Ms. Jackson for all of the communication; is there anything more, any old or new business? Hollins said there is no need for executive session.

L. Adjourn to Executive Session (if necessary)

M. Adjournment

Motion to adjourn made by Milliken; seconded by Lynch
Motion carried by the following vote:

Yes 7 – Milliken, Lynch, Amos, Bennett, Clark, Coolman, Walker
Adjourned at 9:15 pm

Canal Winchester

Town Hall
10 North High Street
Canal Winchester, OH 43110

Public Meeting Minutes - Draft

April 13, 2020

6:00 PM

City Council

Mike Walker - President
Mike Coolman - Vice President
Jill Amos
Will Bennett
Bob Clark
Patrick Lynch
Chuck Milliken

DRAFT

A. Call To Order at 6:01 pm

B. Roll Call

Present 4 – Clark, Coolman, Milliken, Walker
Absent 3 – Amos, Bennett, Lynch

Motion to excuse Amos, Bennett and Lynch made by Clark; seconded by Coolman
Motion carried by the following vote:

Yes 4 – Clark, Coolman, Milliken, Walker

C. Purpose of Public Hearing

ORD 20-021
Development

An Ordinance to Amend Part II of the Codified Ordinances and the Zoning Map of the City of Canal Winchester, Rezoning an Approximately 1.279 Acre Portion of the Existing Tract of Land from General Commercial (GC) to Planned Commercial District (PCD), Owned by Winchester Office Park, L.L.C., Located at 6355 Winchester Blvd. (PID 184-003366) (**Ordinance, Exhibit A Site Plan, Exhibit B Development Plan, Exhibit C Rezoning Application**)

D. Staff Report

Lucas Haire, Development Director for the City of Canal Winchester, gave a power point presentation (see attached). Haire said thank you all for attending this evening; timing is of the essence on this and we are trying to accommodate them and get this rezoning done so they can meet the time line for school starting when things get back to normal in August and they can have students in a potential building there; the request is to rezone this parcel, a portion of this parcel from general commercial to planned commercial district, the whole site you see on the screen is 2.688 acres and what the applicant is requesting is to rezone 1.279 acres from existing general commercial zoning to planned commercial district. Planned commercial district is essentially you are taking your own text on how you govern that parcel for zoning and your own development standards for that parcel. In this specific case, what they have asked to do is incorporate this into the adjacent property into an existing planned commercial development that was done twenty years ago and follow the same standards and the same texts; from the terms of what the building looks like it would look very similar to all the other buildings that are already out on Winchester Boulevard and Prentiss School Drive, that was all developed under one text and this would just incorporate directly into that. The main reason that is driving the change is they have a potential tenant for this space called the Learning Spectrum, they are a school for children who have autism and other special needs and currently under the general commercial district a school is not a permitted use in the general commercial zoning district; so to accommodate that user in this office building that they have proposed, they would need to rezone the parcel to either a suburban office zoning district or the planned commercial district, which allows all the uses from the suburban office as

well as the general commercial district so they are not really losing any uses, they are actually gaining other uses that can go into that space; being general commercial, suburban office and neighborhood commercial. You can see the portion of the property highlighted is the area they are proposing, there is two existing office buildings on this site currently along Winchester Blvd., those have Children's Hospital rehabilitation center and physical therapy and Oakview Dermatology in one building and Edward Jones and vacant tenant space in the other one; there is also another financial planner in the same building as Oakview Dermatology and Children's; and this would go between that and the future Fairfield Inn, so the building you see to the south on that parcel is the Fairfield Inn hotel that is under construction currently and so this would be the parcel in between it. To the east on this site is the Primrose School so there is already a school in close proximity they have a large playground area adjacent to where this site will be so in terms of the use being appropriate the area will feel it is a good fit with the other uses that are in that area currently. The next slide gives more context of where the site is and the surrounding uses, all the area in the red is the planned commercial district, that has the existing text and that is the text you see in your packet this evening. So, what they are proposing is to incorporate the 1.279 acres into that larger twenty acre planned commercial district with all the same development standards; the rest of the parcel would remain zoned general commercial and the parcel to the south would still remain zoned limited manufacturing where TS Trim is. The next slide highlights the portion of the parcel that they are proposing to be rezoned planned commercial district, again it's 1.279 acres, 155 feet by 358 feet. The parcel was originally zoned general commercial back in 1996, so that is when the planned commercial development text was and this was rezoned to general commercial at that time and so this would basically just be adding on to that development text as defined in that Ordinance 112-96. This is a 16,500 square foot office building; we have already approved the site plan because it meets all of the requirements for general commercial zoning district and so we should have a building permit issued to them within the next week so they can start constructing the building; what they can't do is any of the tenant improvements or anything that says it's going to be a school until it would be permitted by zoning to be there; so, regardless if the Learning Spectrum goes in the building or not, they are still proposing to build the building…they have always had four buildings planned on this site and what they are proposing with this plan is taking what was two 7,000 square foot buildings and making one 16,500 square foot building now; the Learning Spectrum is already here in Canal Winchester, they currently lease space behind the old…behind the school administration building on Washington Street…100 Washington Street, so back behind where the library is, the trailers that are out there, the mobile classrooms, they currently lease those and operate in that facility, they are in about 9,000 square feet right now and may be expanding here to 16,500 square feet, they have a large need, I think they have four schools around central Ohio, one in Johnstown, one in Worthington, somewhere on the west side and here in Canal Winchester where their currently operations are. Clark asked about playground space; Haire replied they will have playgrounds on each end of the building so you can see on the slide the landscape plans and sidewalks coming in on each side, so each end of the building will have a small outdoor area; the slide shows the landscape plan, the lighting plan…can see the architecture of the building; it will match almost exactly what is there currently, the only change from the existing office buildings, it's the same layout in terms of materials, colors all of that would be the exact same, the only change would be on the second building rendered which is the rear of the building which would face the hotel and that has a lot more cement board siding that they are using, so it has a siding appearance to the rear of the building that is matched in with that brick, the three brick areas, the rest of that area would be a cement board siding that they use on all four sides of the front two buildings. Planning and Zoning Commission heard this application at their February meeting and they made a recommendation that city council rezone this

parcel, the 1.279 acres, from general commercial to planned commercial district. Coolman asked when are they supposed open the school; Haire replied in August of this year; they have a very aggressive construction timeline, especially with the environment that we are in. Walker said there would be 30 employed, and Haire replied it would be somewhere around that, they are in the low twenties now and they are expanding their operation so they are allowing themselves some room to grow there as well and the need is great in that area so hopefully this will be a good service for our community and they will have room to grow and be able to accommodate all the children that need their services. Walker said that was rezoned twenty years ago and it's great that somebody is going to use the space now so this is good and for a great cause. Haire said to meet that timeline we obviously don't have the first reading of this, this evening, because there is no council meeting, I am not sure we are scheduling another meeting in April, so I would ask that you would consider doing this as an emergency at the next meeting that we hold in May; Coolman clarified that Haire is asking for the emergency and the waiver of the second and third reading; Haire replied correct; Coolman said ok; Walker said and that would be tonight? Haire replied no, we don't have a reading scheduled for a regular council meeting so it would be whenever the next regular meeting is; Walker commented about moving it to council or work session; Coolman said if we don't have a work session then it would get pushed to council and if we have a work session then it will go to work session, then it would get pushed to council with the waiver. Haire said generally when we do these public hearings we put it on for the first reading that night and you start the process, but we have been delayed in this process, we should have had this the first meeting in March so we are already delayed significantly from where we thought we would be, so just trying to keep them on track for them the ability to open in August; they can do the shell permit we will hopefully issue to them later this week so they can start building the shell, but to do anything on the interior of the building they need to get the rezoning done so we can get the next set of plans approved for them to operate. Clark said I don't see any reason why we can't have a regular meeting next week, he thought it worked fine, if this is an emergency and get it on its way; Coolman said the question will be do we have a work session and a council meeting. Haire said I ask for your consideration in adopting this at your next meeting so we can keep on tract with this. Walker asked is there any other discussion before we go into the staff report and public comments? Coolman said the current space they are occupying now, was their lease expiring or are they going to keep that and this is in addition to it? Haire replied no, they are on an annual lease with the school and so they will basically leave the trailers that are out there now and I believe it is the school district's intention to remove those, the trailers behind the barber museum, adjacent back there.

E. Public Comments - Five Minute Limit Per Person

F. Council Discussion and Recommendation

Motion to request to move ORD 20-021 to work session or council made by Coolman; seconded by Clark
Motioned carried by the following vote:
Coolman also made a motion to declare an emergency and waive the first and second readings, do we do that now; the clerk said we would wait to do that and Jesse Shamp, city attorney designee, confirmed that we would wait to do that in a council meeting.
Yes 4 – Coolman, Clark, Milliken, Walker

G. Adjournment

Motion to adjourn made by Clark; seconded by Milliken
Motion carried by the following vote:

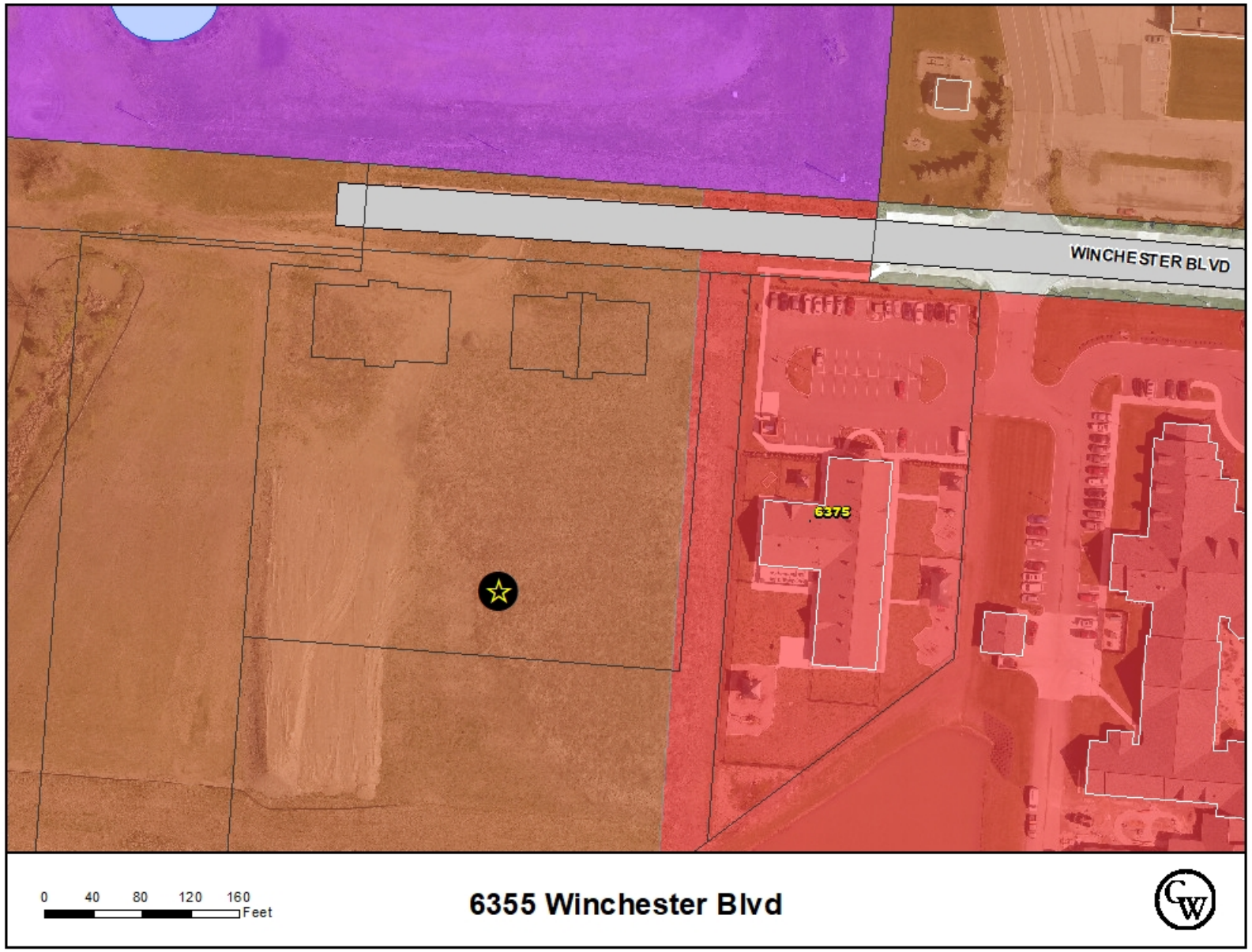
Yes 4 – Clark, Milliken, Coolman, Walker
Adjourned at 6:16 pm

Application #ZM-20-001

Owner: Winchester Office Park LLC
Applicant: Deno Duros

Location: PID 184-003366 (1.27 acres within the Winchester Office Park)

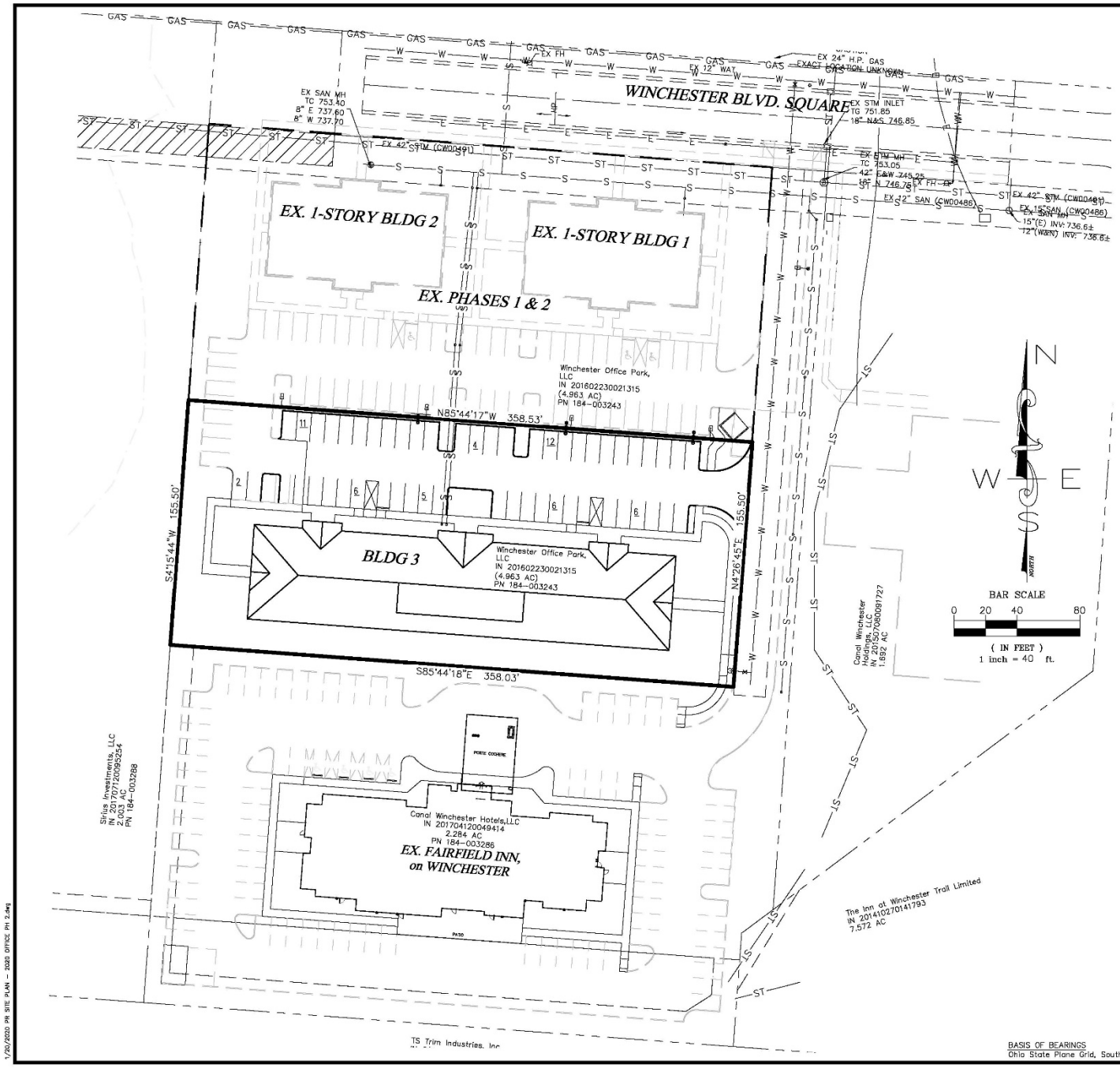
Request: Rezone a portion of the property from General Commercial to Planned Commercial District



SITE PLAN

CANAL WINCHESTER BUILDING 3

REZONE NEW BUILDING TO _____



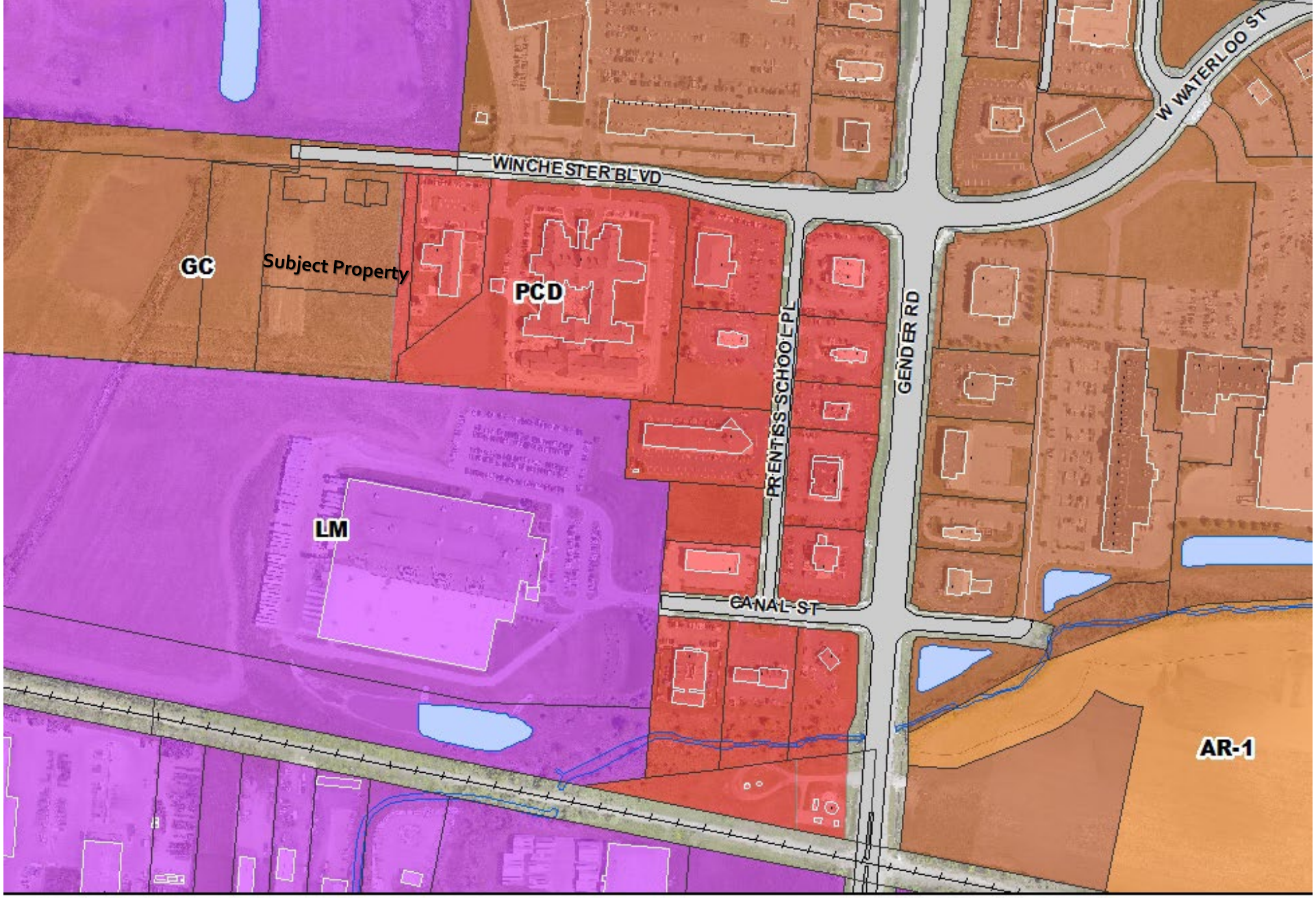
LEGEND

Area to be Rezoned

BASIS OF BEARINGS
Ohio State Plane Grid, South Zone, NAD83(2011)

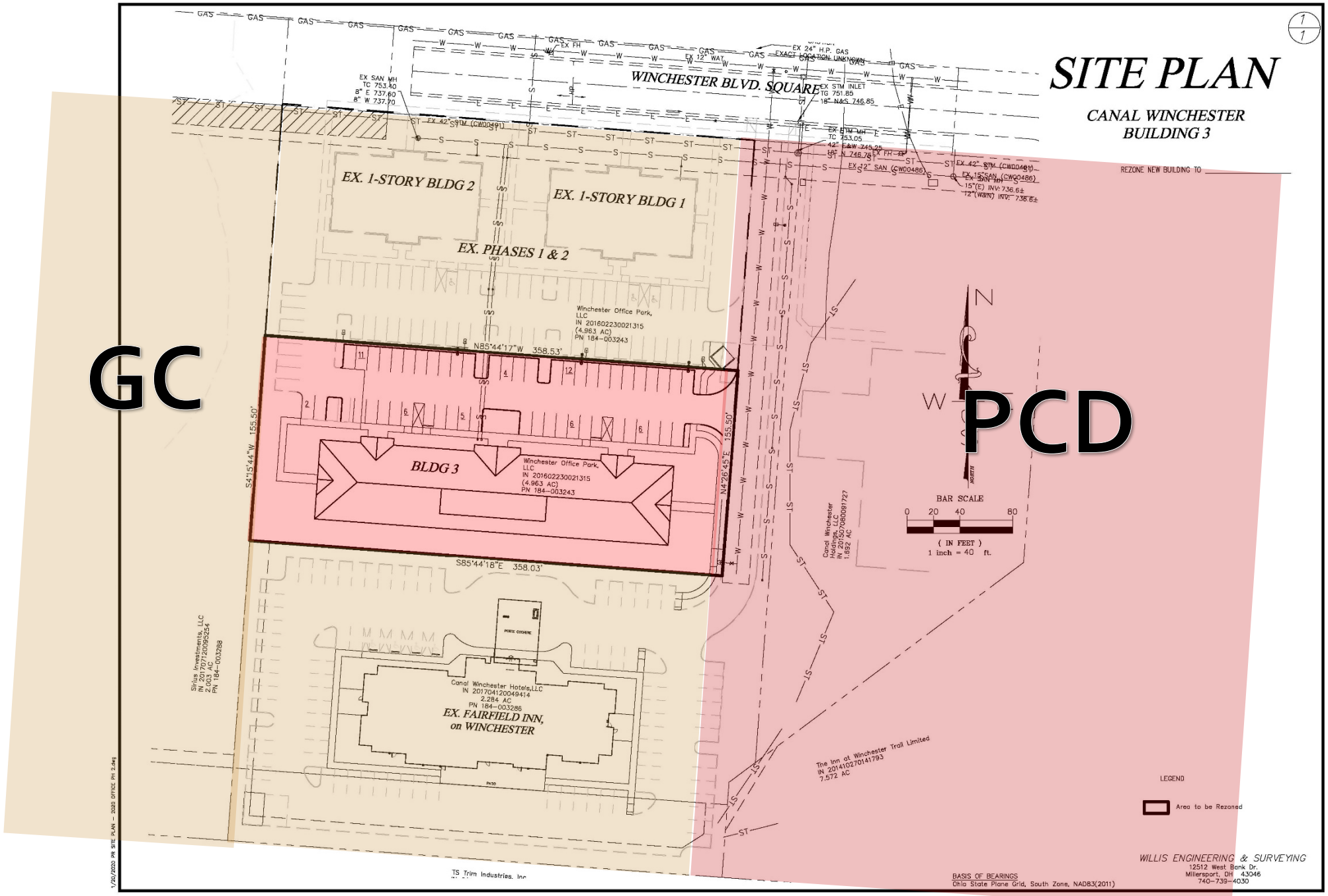
WILLIS ENGINEERING & SURVEYING
12512 West Bank Dr.
Millersport, OH 43046
740-739-4030

1/20/2020 PR SITE PLAN - 2020 OFFICE PH 2.dwg



0 170 340 510 680 Feet

Winchester Investment Corp. PCD

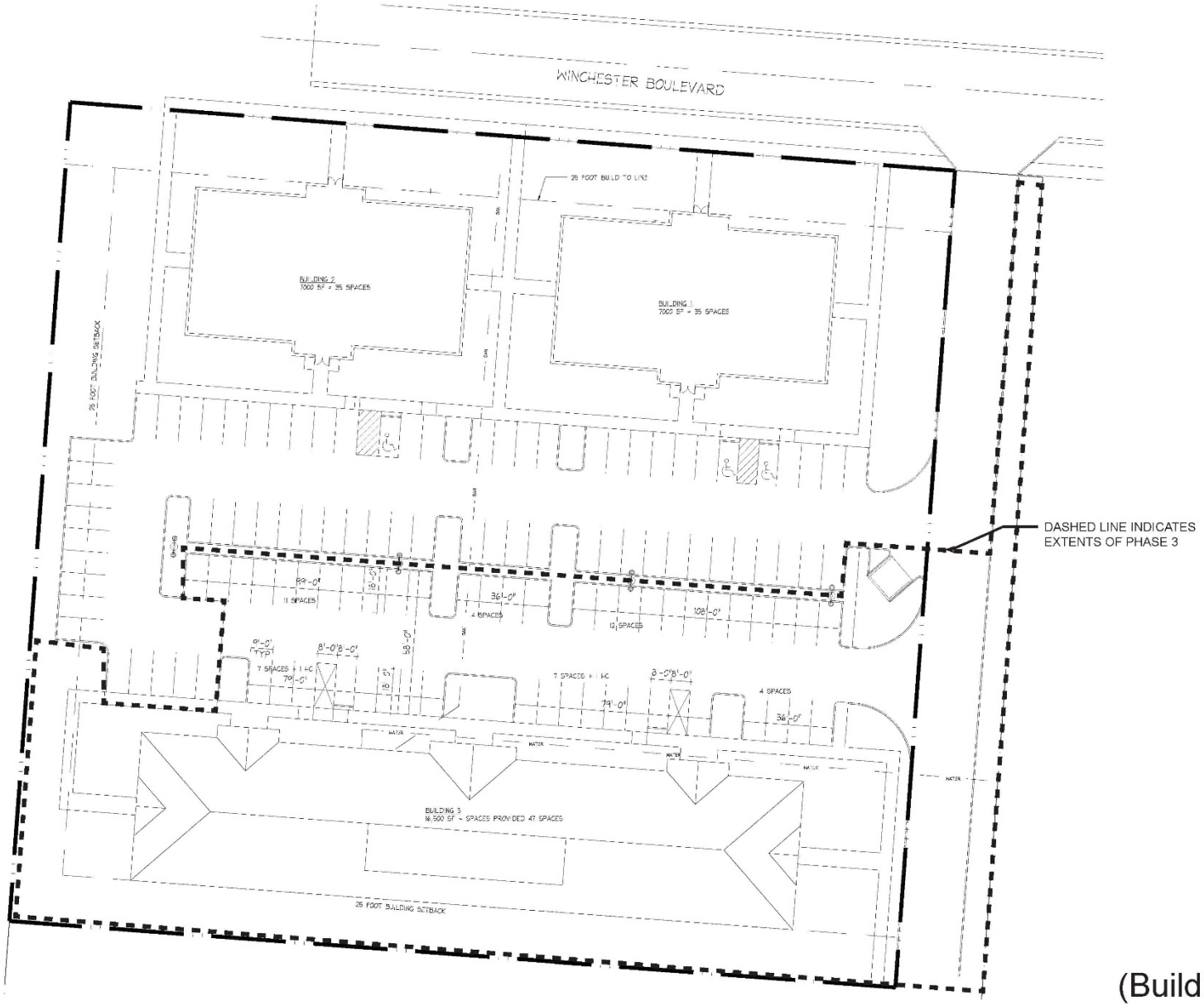

SITE PLAN
CANAL WINCHESTER
BUILDING 3
WINCHESTER BLVD. SQUARE
EX. 1-STORY BLDG 2
EX. 1-STORY BLDG 1
EX. PHASES 1 & 2
BLDG 3
EX. FAIRFIELD INN, on WINCHESTER
Winchester Office Park, LLC
IN 201602230021315
(4.963 AC)
PN 184-003243
N85°44'17"W 358.53'
S85°44'18"E 358.03'
S4°15'44"W 155.50'
N4°26'45"E 155.50'
Canal Winchester Hotels, LLC
IN 201704120049414
2.284 AC
PN 184-003286
Sirius Investments, LLC
IN 201707120095254
2.433 AC
PN 184-003288
Canal Winchester Holdings, LLC
IN 201507080091727
1.892 AC
The Inn at Winchester Trail Limited
IN 201410270141793
7.572 AC
TS Trim Industries, Inc
REZONE NEW BUILDING TO
GC
PCD
N
W
BAR SCALE
0 20 40 80
(IN FEET)
1 inch = 40 ft.
LEGEND
Area to be Rezoned
BASIS OF BEARINGS
Ohio State Plane Grid, South Zone, NAD83(2011)
WILLIS ENGINEERING & SURVEYING
12512 West Bank Dr.
Millersport, OH 43046
740-739-4030
1/20/2020 PR SITE PLAN - 2020 OFFICE PH 2.dwg

The applicant is requesting to rezone a 1.279 acre portion of the existing parcel from GC (General Commercial) to PCD (Planned Commercial District).

- The area to be rezoned is the rear portion of the parcel with dimensions of 155.5 feet by 358.53 feet.
- The parcel would be incorporated into the adjacent 9.225-acre PCD district which is subject to Ordinance 112-96 and the associated Winchester Investment Company development text.

Rezoning the site to PCD will allow uses the are currently permitted in the SO (Suburban Office District). The proposed 16,500 square feet office building has a potential tenant The Learning Spectrum, a school for children with autism and related special needs. Schools are a permitted use in the SO district, but not within the existing GC district. Rezoning to the PCD district with the associated and adjacent Winchester Investment Company text will allow for the proposed tenant to operate within the proposed 16,500 square feet building while allowing for maximum flexibility long term for future tenancy of the space for office and professional uses to match the adjacent Winchester Office Park.

Bogenrife
Architecture LLC



(Building 3, Phase 3)

WINCHESTER OFFICE PARK

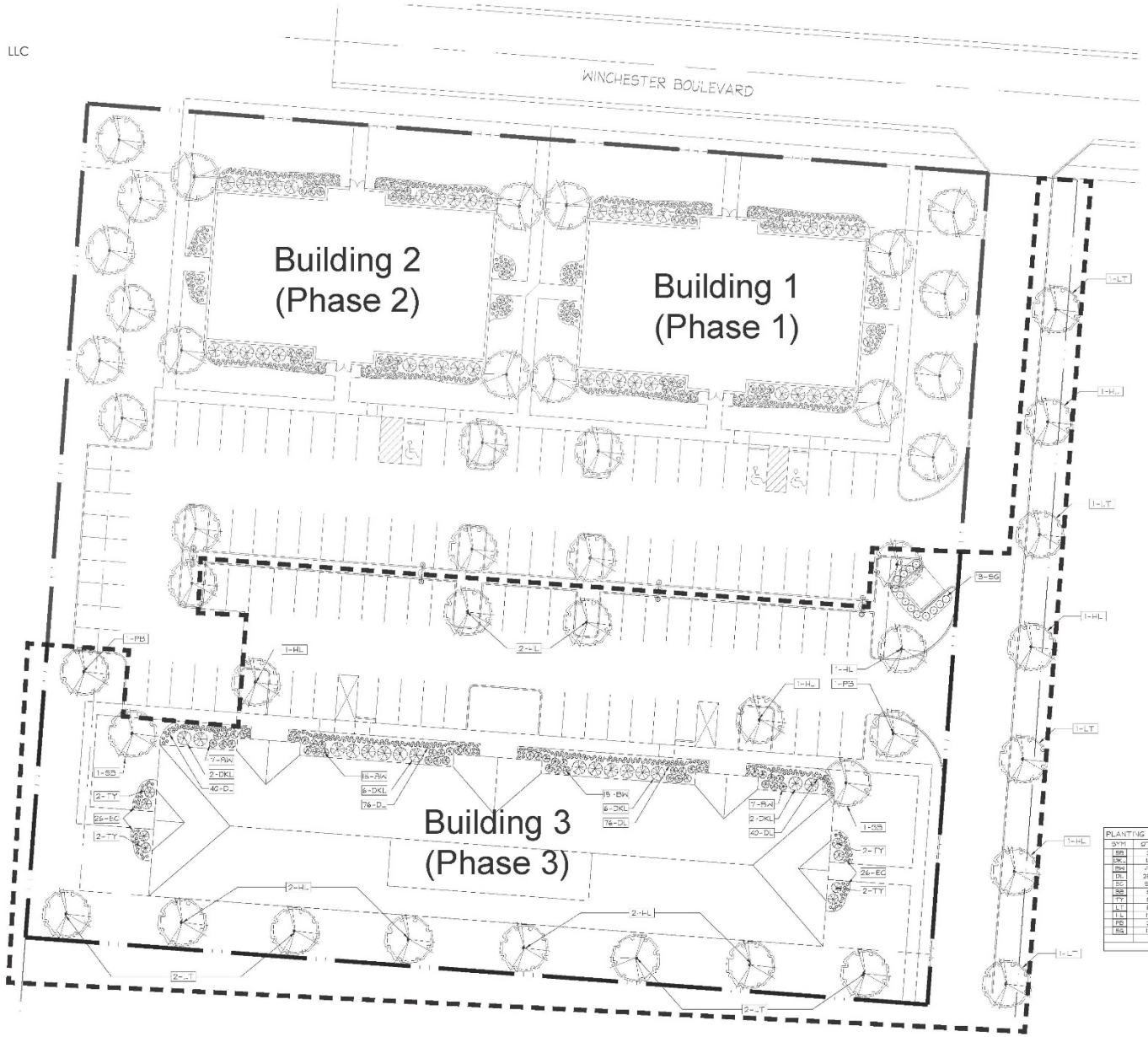
WINCHESTER BOULEVARD
CANAL WINCHESTER, OHIO 43110
20 January 2020

AS100

ARCHITECTURAL SITE PLAN

Site Plan
Scale 1"=20'-0"

Bogenrife
Architecture LLC



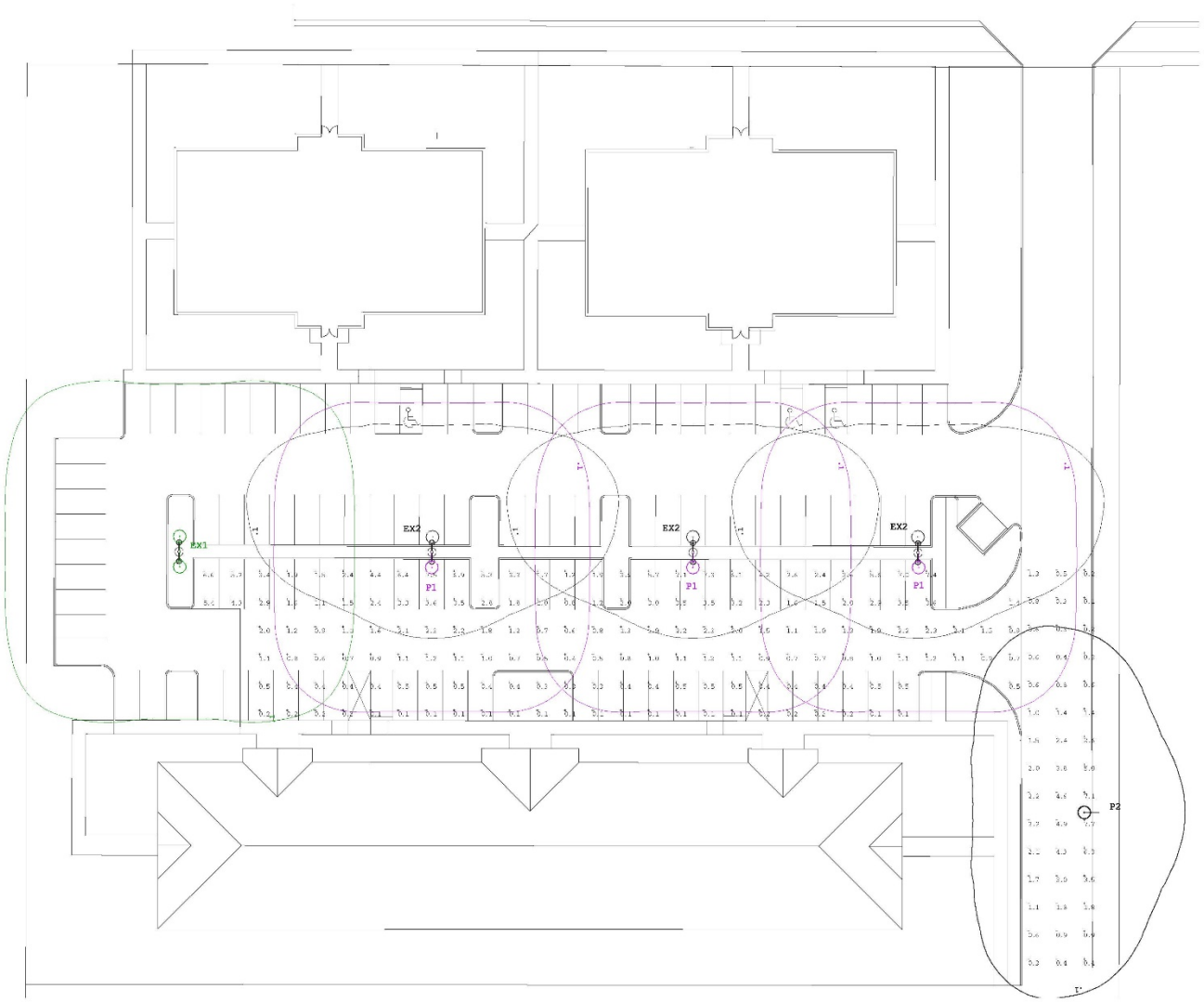
PLANTING MATERIAL SCHEDULE					
SYM	QTY.	COMMON NAME	SCIENTIFIC NAME	SIZE	COND
SB	2	BERY/CEBERRY	Amelanchier x grandiflora 'Autumn Brilliance'	2" CAL.	B & B
DK	16	DWARF KOREAN LILAC	Syringa meyeri 'Palibin'	5 GALLON	POTTED
BW	77	BOXWOOD	Buxus 'Green Gem'	3 GALLON	POTTED
DL	292	DAYLILY	Hemerocallis x 'Stella de Oro'	1 GALLON	POTTED
EC	82	EVERGREEN GROUNDCOVER	Vinca minor	FLAT	FLAT
SB	9	BARBERRY	Berberis thunbergii 'Crimson Pygmy'	5 GALLON	POTTED
TY	5	TAXUS, YEW	Taxus x media 'Densiformis'	5 GALLON	POTTED
LT	8	LINDEN	Tilia	2" CAL.	B & B
HL	17	THORNLESS HONEY LOCUST	Gleditsia triacanthos var. inermis 'skyline'	2" CAL.	B & B
PB	2	PAPER BIRCH	Betula papyrifera	2" CAL.	B & B
SG	19	SAUGRASS	Cladium marisciodes	2 GALLON	POTTED

(Building 3, Phase 3)
WINCHESTER OFFICE PARK
WINCHESTER BOULEVARD
CANAL WINCHESTER, OHIO 43110
20 January 2020

L100
LANDSCAPE PLAN

Landscape Plan
Scale 1"=20'-0"

Bogenrife
Architecture LLC



DECORATIVE PARKING LOT LIGHT
ANP LIGHTING
BELLA VISTA
BVB09-H
ARCHITECTURAL BRONZE

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description	Filename
	3	P1	SINGLE	N.A.	0.850	ANP BVA01-P117LD4NT540K at 16' AFG	BVA01-P117LD4NT540K.IES
	1	P2	SINGLE	N.A.	0.850	ANP BVA01-P117LD4NT340K at 16' AFG	BVA01-P117LD4NT340K.IES
	1	EX1	BACK-BACK	N.A.	0.850	Existing ANP Fixture at 16' AFG	BVA01-P117LD4NT540K.IES
	3	EX2	SINGLE	N.A.	0.850	Existing ANP Fixture at 16' AFG	BVA01-P117LD4NT340K.IES

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Driveway	Illuminance	Fc	1.92	7.7	0.1	19.20	77.00
Parking	Illuminance	Fc	1.73	7.5	0.1	17.30	75.00

(Building 3, Phase 3)
WINCHESTER OFFICE PARK
WINCHESTER BOULEVARD
CANAL WINCHESTER, OHIO 43110
20 January 2020

E100
PHOTOMETRICS

Photometric Plan
Scale 1"=20'-0"

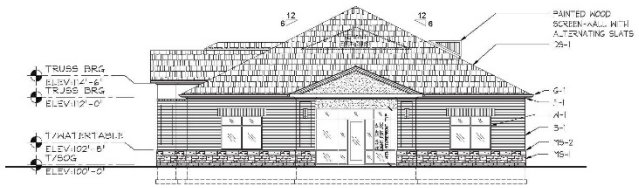
Bogenrife
Architecture LLC

1193.03. C BUILDING DESIGN (MATERIAL PERCENTAGES)							
ELEVATION	AREA (ENTIRE WALL)	GLAZING	BALANCE	"NATURAL MATERIALS"	"NEW MATERIALS"	% "NATURAL MATERIALS"	% "NEW MATERIALS"
NORTH	3782	1148	2634	2157	477	82%	18%
SOUTH	3305	675	2630	2630	0	100%	0%
EAST	812	240	572	471	101	82%	18%
WEST	812	240	572	471	101	82%	18%

NORTH ELEVATION % GLAZING BETWEEN 2 AND 10 FEET		
AREA OF ENTIRE WALL	GLAZING	PRECENTAGE GLAZING
2412	1022	42%

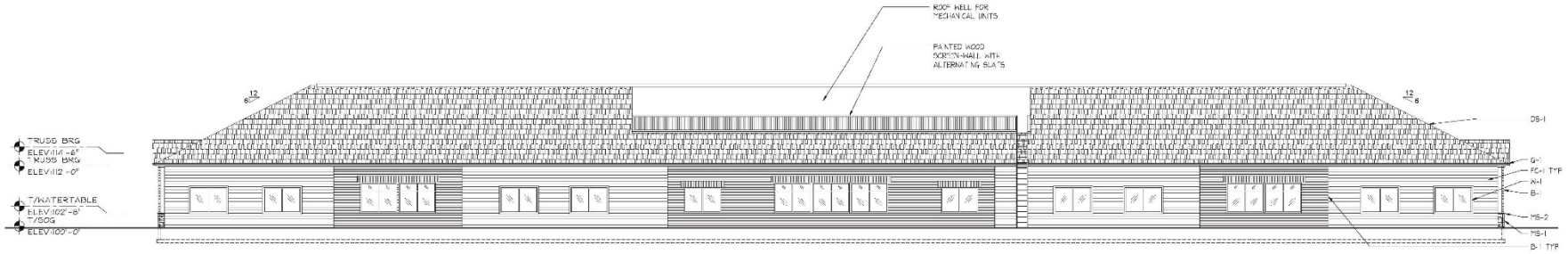
EXTERIOR FINISH SCHEDULE

FINISH	MATERIAL	MANUFACTURER	COLOR	FINISH
DS-1	DIMENSIONAL SHINGLES	TAMKO	WEATHERED WOOD	
B-1	BRICK - -	TRIANGLE BRICK	OXFORD	
E-1	EIFS -		PRIMED PAINT PT-1	
FT-1	FIBER CEMENT TRIM	JAMES HARDI	PAINT PT-1	-
FC-1	FIBER CEMENT SIDING 7" LAP SIDING	JAMES HARDI	PRIMED PAINT PT-1	
MS-1	MANUFACTURED STONE VENEER	DUTCH QUALITY STONE	GREAT LAKES LIMESTONE	-
MS-2	MANUFACTURED STONE VENEER - ACCESSORY	DUTCH QUALITY	WATERTABLE PROFILE	-
PT-1	PAINT	SHERWIN WILLIAMS	SW 7675 "SEALSKIN"	MATCH EXISTING BUILDINGS

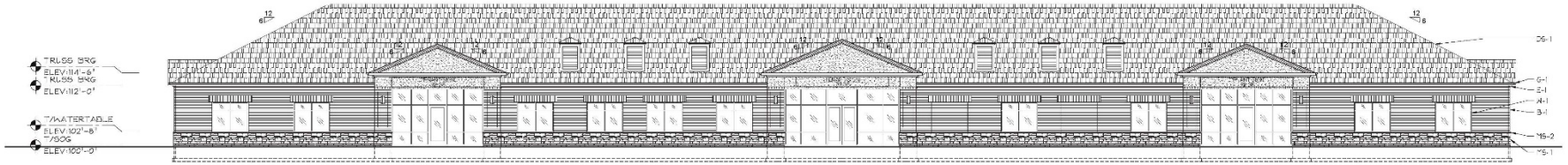


C A200 EAST & WEST ELEVATION
SCALE: 3/32"=1'-0"

DECORATIVE WALL SCONCE
TERON LIGHTING
ALLEGRO W
TEXTURED BRONZE



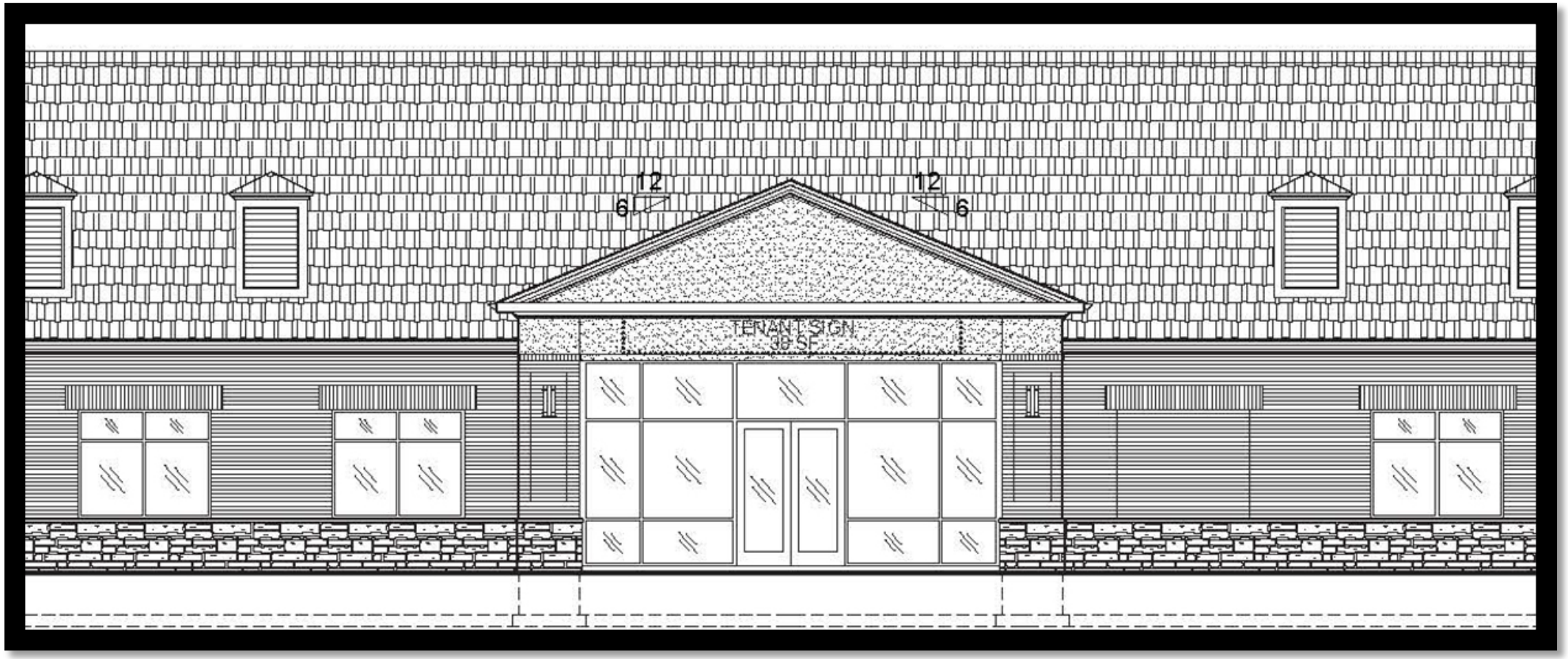
B A200 SOUTH ELEVATION
SCALE: 3/32"=1'-0"



A A200 NORTH ELEVATION
SCALE: 3/32"=1'-0"

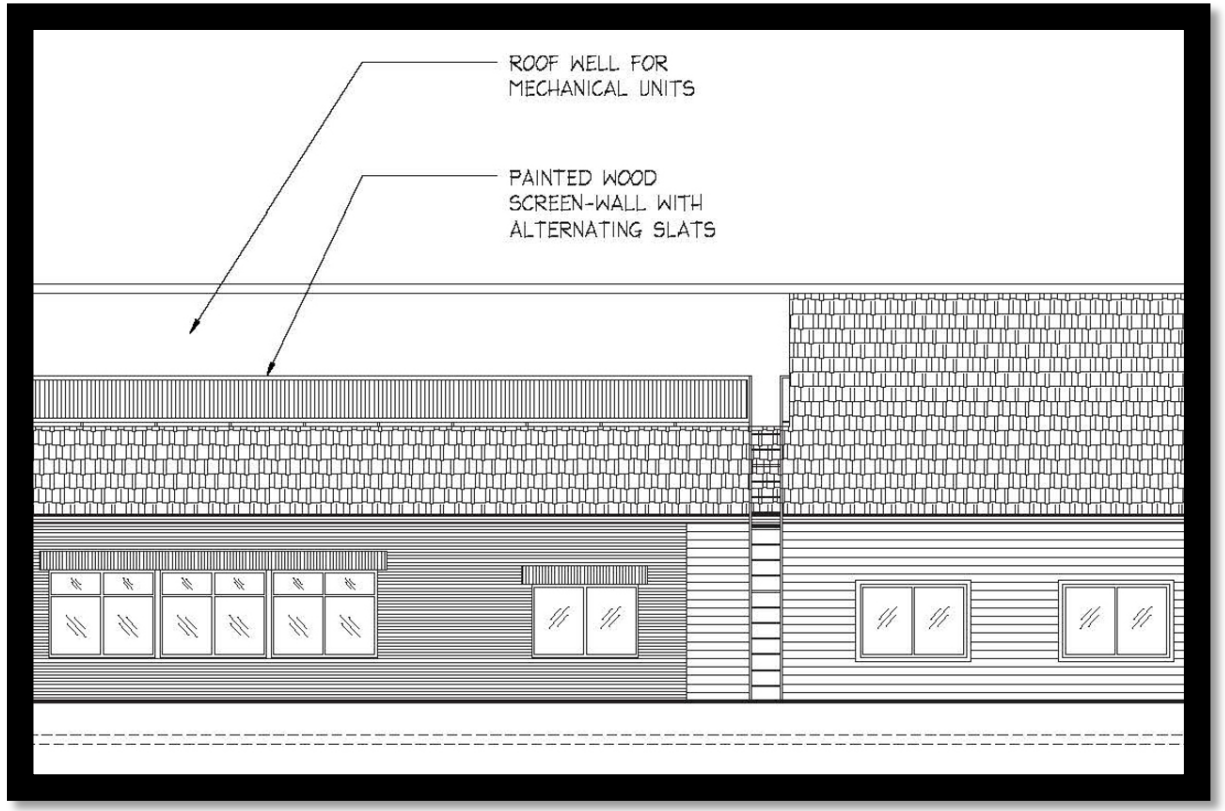
(Building 3, Phase 3)
WINCHESTER OFFICE PARK
WINCHESTER BOULEVARD
CANAL WINCHESTER, OHIO 43110
20 January 2020

A200
EXTERIOR ELEVATIONS

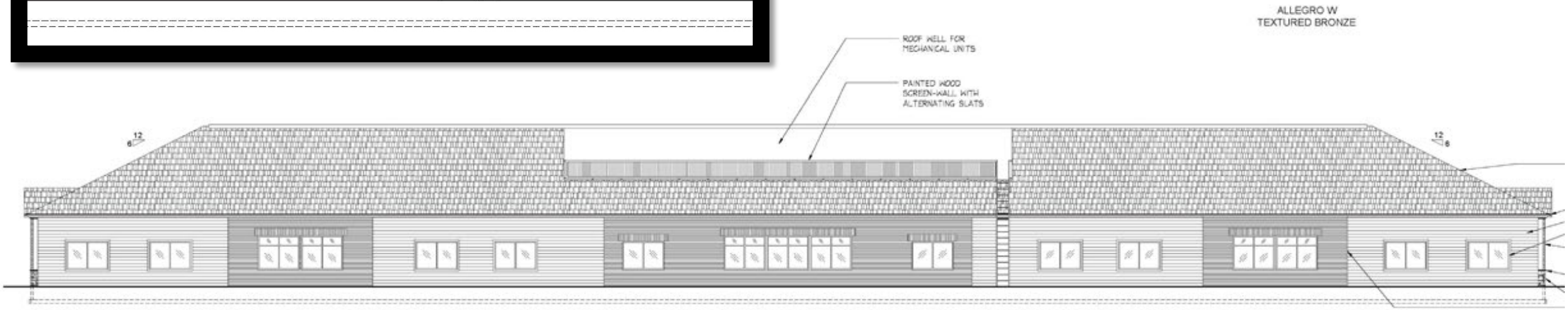


Zoom In

A NORTH ELEVATION
A200
SCALE: 3/32"=1'-0"

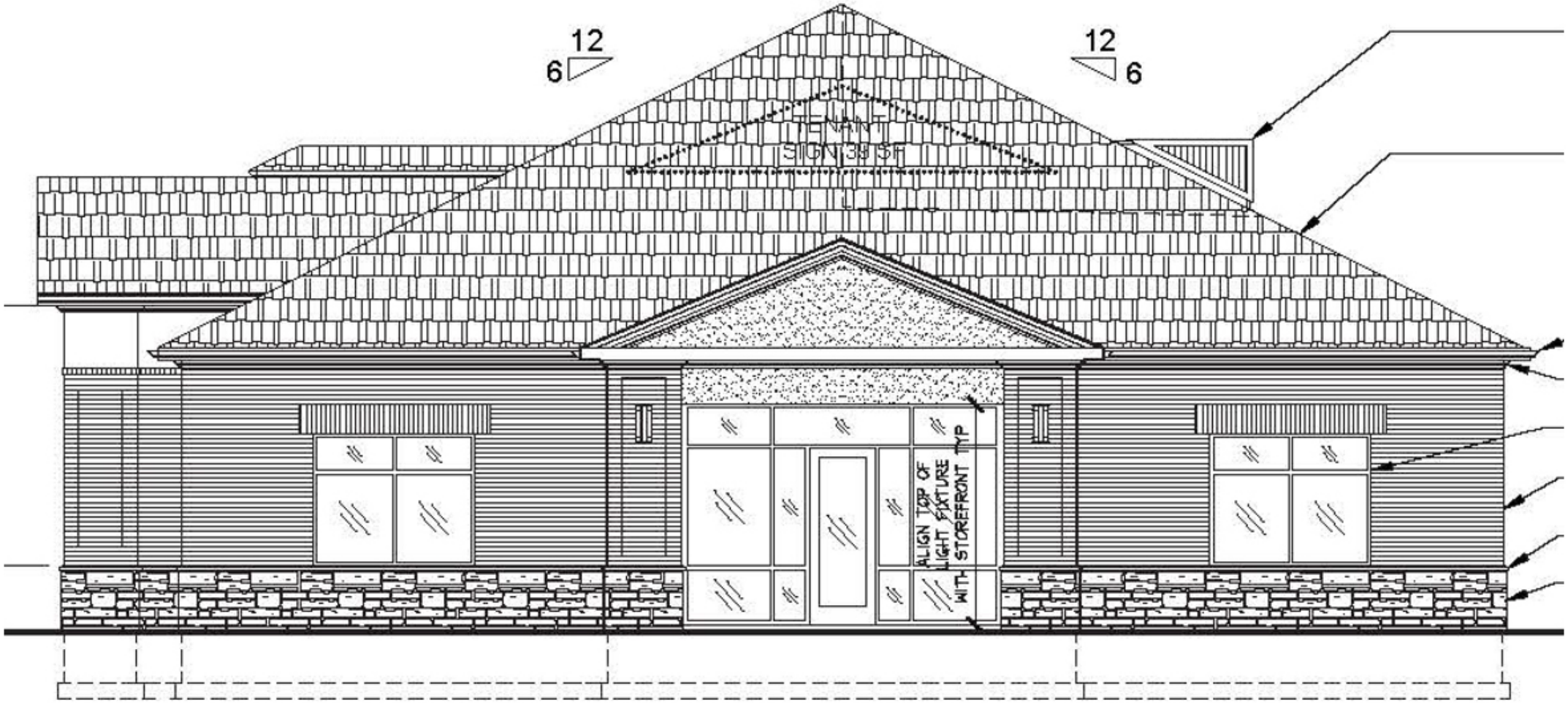


Zoom In



SOUTH ELEVATION

SCALE: 3/32"=1'-0"



C
A200

EAST & WEST ELEVATION

SCALE: 3/32" = 1'-0"

Staff Recommendation

Staff is recommending that Planning and Zoning Commission recommend approval of the proposed rezoning of 1.279-acre parcel from GC (General Commercial) to PCD (Planned Commercial District) with the development text adopted by Ordinance 112-96.

-------- Original message --------
From: Janis Jenkins <msjanis59@ymail.com>
Date: 4/17/20 5:36 PM (GMT-05:00)
To: Michael Ebert <mebert@canalwinchesterohio.gov>
Subject: [EXTERNAL] Fw: Safety Concerns

Dear Mayor & City Council Members, Friday; April 17, 2020

As a resident of your city, I would like to thank you for looking after the health and well-being of your city's residents during this state of emergency.

I am writing you to make you aware of some concerns surrounding the roll-out of the latest wireless technology known as 5G. There are tens of thousands of peer reviewed scientific studies that link Radiation Frequency (RF), that is emitted by the wireless technology, to cancer, dizziness, headaches, tinnitus, chronic fatigue, glaucoma, eye pain, chronic nose bleeds, direct biological cell damage and disruption of our immune systems to name just a few found health issues that RF either directly causes or contributes to. The most vulnerable to RF is the young and the elderly, and people who are genetic sensitive to RF. During this pandemic, it is especially important that we focus on the health of our immune systems and suspend, postpone and toll the applications of all new or pending small cell wireless telecommunication facilities (WTF) that emit RF, specifically the roll-out of 5G. RF has been directly linked to be the cause of cancer in our young people.

The city of Simi Valley, CA has ceased accepting WFT applications for a 90-day period. This city is jn compliance with our National State of Emergency and has judged all non-essential activity to be discontinued until further notice. We urge you too to become compliant. Please concentrate city resources on essential and life giving services. Approving applications of WTFs is not defined as an essential service for our city. Please follow the example of the City of Simi Valley, CA and toll all WTF applications.

I implore that you consider doing your own research into the safety concerns of RF. Therefore, I highly recommend that you obtain a copy of the book by Arthur Firstenberg "The Invisible Rainbow, A History of Electricity and Life." He gives a very detailed look at the dangers of what RF has done and is doing to us and our environment. You may also want to know that Dr. Thomas Cowan stunned the audience at the latest Health and Human Rights Summit in Tucson, AZ on March 12, 2020 by bringing up the potential connection between the roll-out of the 5G technology and the COVID-19 infections. Since RF knocks down our immune systems, the virus has a more vulnerable bodily terrain in which to latch onto and grow. The health and safety of our people needs to be considered before 5G is rolled out. It has not been found to be safe, on the contrary, RF has been found to be very life threatening and dangerous.

Thank you in advance for taking the time to read about my concerns of this new technology that is about to be launched. I respectively request that you would respond to me at my email: msjanis59@ymail.com

Best Regards,

Janis D. Jenkins, *Concerned Citizen*
United Issues Reform
7023 Greensview Village Dr.
Canal Winchester, OH. 43110

From: Linda Thomas <Linda65@wowway.com>
Sent: Friday, April 24, 2020 3:03 PM
To: Will Bennett
Subject: [EXTERNAL] Keeping Waste Management for Trash Services

Mr. Bennett:

I read with interest in the Eastside Messenger about your comments in favor of keeping Waste Management for trash services when their contract is up for consideration. I agree that the City and its residents benefit from the franchise fee that this vendor pays to the City. In addition, I have been a resident of CW for almost 20 years and have been fully satisfied with the services they provide. In my area of the Villages at West Chester they have always been prompt and courteous when removing trash on the appointed day.

Please add my comments to your discussion when this topic comes on the council's agenda.

Thank you for your consideration.

Linda T. Thomas
7345 Snowberry Lane
Canal Winchester, OH 43110-9112

Madison Township Police Department

OFFICE OF THE CHIEF

To: ***Mayor Mike Ebert and City of Canal Winchester Council***

From: ***Gary B. York, Police Chief***

cc: ***Susan Brobst, Township Administrator, File***

Date: ***May 1, 2020***

Re: ***Monthly Stat Report***

Mayor Ebert and Council,

This memorandum contains the monthly activity and calls for service for the Madison Township Police Department inside the City of Canal Winchester Corporation limits for April 2020.

Additionally, Madison Township Officers have been providing traffic control for Kokosing Construction Company on Gender Rd. between Lithopolis Rd. and U.S. 33 for a resurfacing project.

On March 6th, 2020, police department received four new Motorola radios, (valued at $24,000) from the Franklin County EMA & Homeland Security. This brings our total number of radios to eleven (11) that are capable of monitoring and communicating with Fairfield County Deputies in Canal Winchester. The radios have been programed, issued and are now in-service.

If you should have any questions, please let me know.

Madison Township Police Department
Activity Summary
City of Canal WInchester Corporation limits (Madison Township - Franklin County)

	4/1-30/2020	Y-T-D Total
Total Calls for Service - Madison Township	1,286	6,667
Total Dispatched Calls - Madison Township	213	1,064
Total Non-Dispatched Calls - Madison Township	191	1,753
Total Calls for Service - City of Canal WInchester Corporation limits	0	634
Total Tickets - City of Canal WInchester Corporation limits	0	31
Total Patrol Miles Driven - Madison Township	9,732	51,700

MADISON TOWNSHIP PD

City of Canal Winchester Corporation limits - Anything inside

Nature Code	Totals
Assist Other Unit - Mutual Aid	**2**
Business Check	**23**
House Check	**1**
Motorcycle, ATV, MiniBike Complaint	**1**
On Patrol	**40**
Special Detail	**1**
Suspicious Car	**1**
Suspicious Person/Vehicle	**1**
Traffic Stop	**4**

Grand Total for this report is 74

ORDINANCE NO. 20-016

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT A 0.51 ACRE PARCEL OF LAND FROM ROCKFORD HOMES, INC. AND DEDICATING SUCH LAND AS RIGHT OF WAY FOR PUBLIC USE AND ACCEPTING SUCH IMPROVEMENTS TO BE KNOWN AS CORMORANT WAY.

WHEREAS, Council approved Ordinance 18-049 which was a settlement agreement of claims between Rockford Homes, Inc. and the City of Canal Winchester; and

WHEREAS, a condition of the settlement agreement was that Rockford Homes, Inc. would dedicate the existing improvements of Cormorant Way and the City would accept the dedication of these improvements in their current condition;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That Council does hereby accept a 0.51 acre parcel of land described in Exhibit A and depicted in Exhibit B as right of way for public use and accept such as improvements to be known as Cormorant Way.

Section 2. That Council hereby authorizes and directs the Law Director to record and appropriate General Warranty Deed from Rockford Homes, Inc., evidencing the acceptance of the parcel and the right-of-way dedicated as authorized herein.

Section 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

_____
PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

_____
MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

_____
LEGAL COUNCIL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

_____
CLERK OF COUNCIL

PRELIMINARY APPROVAL
FRANKLIN COUNTY ENGINEERING DEPT.
DATE 2/18/2020 BY: JRW
PENDING DEED

Exhibit A

0.510 ACRE

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in Section 25, Township 11, Range 21, Congress Lands, being all of the remainder of that 19.150 acre tract of land conveyed to Rockford Homes, Inc. by deed of record in Instrument Number 200210090253068 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING at an iron pin set at the southeasterly corner of that 8.603 acre tract conveyed to Three Fountains CW LLC by deed of record in Instrument Number 201912300174635, the southwesterly corner of Lot 727 of the subdivision entitled "The Villages at Westchester Section 10 Part 2", of record in Plat Book 125, Page 8, at the northwesterly terminus of the right of way of Cormorant Way (variable width, Plat Book 125, Page 8);

Thence with the boundary of said subdivision the following courses and distances:

South 00° 05' 12" East, a distance of 47.50 feet to an iron pin set;

South 88° 17' 46" East, a distance of 52.99 feet to an iron pin set; and

South 00° 05' 12" East, a distance of 12.53 feet to an iron pin set at the northwesterly corner of that 25.455 acre tract conveyed to Grand Communities, Ltd. by deed of record in Instrument Number 201706280088119, the northeasterly corner of the condominium entitled "Eagle Ridge Condominium Second Amendment", of record in Condominium Plat Book 146, Page 66 and Instrument Number 200504070064972;

Thence North 88° 17' 46" West, with the northerly line of said "Eagle Ridge Condominium Second Amendment" and the northerly line of "Eagle Ridge Condominium First Amendment", of record in Condominium Plat Book 127, Page 22 and Instrument Number 200402240039347, a distance of 412.96 feet to an iron pin set at the southeasterly terminus of the right of way of Cormorant Drive (60' wide, Plat Book 90, Page 54);

Thence North 01° 42' 15" East, with the easterly terminus of the right of way of Cormorant Drive, a distance of 60.00 feet to an iron pin set at the southeasterly corner of that 2.117 acre tract conveyed to Canini Properties Ltd. by deed of record in Instrument Number 200509090187284, the southwesterly corner of said 8.603 acre tract;

Thence South 88° 17' 46" East, with the southerly line of said 8.603 acre tract, a distance of 358.09 feet the POINT OF BEGINNING, containing 0.510 acre of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown hereon are based on the same meridian as the subdivision entitled "The Villages at Westchester Section 6", of record in Plat Book 90, Page 54, Recorder's Office, Franklin County, Ohio, showing a bearing of South 88° 03' 40" East for the centerline of Groveport Road.

This description was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

STATE OF OHIO
MATTHEW A. KIRK
S-7865
REGISTERED
PROFESSIONAL SURVEYOR

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 14 FEB 20

Matthew A. Kirk
Professional Surveyor No. 7865

Date

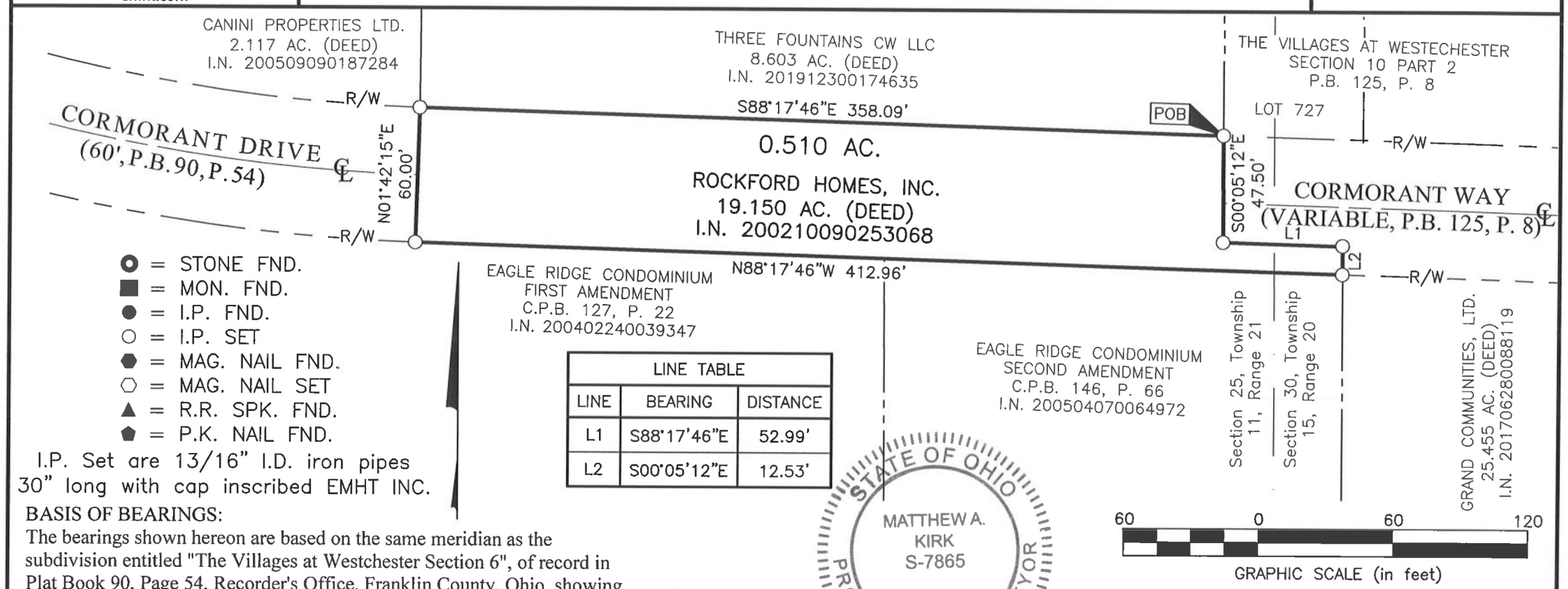
Exhibit B

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

SURVEY OF ACREAGE PARCEL

SECTION 25, TOWNSHIP 11, RANGE 21
CONGRESS LANDS
CITY OF CANAL WINCHESTER, COUNTY OF FRANKLIN, STATE OF OHIO

Date: February 14, 2020
Scale: 1" = 60'
Job No: 2019-1289



- ⬤ = STONE FND.
- ■ = MON. FND.
- ● = I.P. FND.
- ○ = I.P. SET
- ⬢ = MAG. NAIL FND.
- ⬡ = MAG. NAIL SET
- ▲ = R.R. SPK. FND.
- ⬟ = P.K. NAIL FND.

I.P. Set are 13/16" I.D. iron pipes 30" long with cap inscribed EMHT INC.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°17'46"E	52.99'
L2	S00°05'12"E	12.53'

BASIS OF BEARINGS:
The bearings shown hereon are based on the same meridian as the subdivision entitled "The Villages at Westchester Section 6", of record in Plat Book 90, Page 54, Recorder's Office, Franklin County, Ohio, showing a bearing of South 88° 03' 40" East for the centerline of Groveport Road.

SURVEY NOTE:
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

By Matthew A. Kirk 14 FEB 20
Matthew A. Kirk Date
Professional Surveyor No. 7865

J:\20191289\DWG\04SHEETS\BOUNDARY\20191289-VS-BNDY-02.DWG plotted by KIRK, MATTHEW on 2/14/2020 7:06:06 AM last saved by MKIRK on 2/14/2020 7:05:47 AM
Xrefs: 20191289-VS-BNDY-01.DWG

ORDINANCE NO. 20-017

AN ORDINANCE TO AUTHORIZE THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A DEPOSITORY AGREEMENT WITH PARK NATIONAL BANK FOR THE DEPOSIT OF PUBLIC FUNDS

WHEREAS, the city is desirous of investing the interim funds of the city; and

WHEREAS, it is necessary to retain banking services for such investments;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Mayor and Finance Director be, and hereby are, authorized to enter into An Agreement for Deposit of Public Funds Ohio with Park National Bank, for the period of January 1, 2020 to December 31, 2024, as detailed in Exhibit "A" attached and incorporated herein by reference.

SECTION 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED_____

_____
PRESIDENT OF COUNCIL

ATTEST_____
CLERK OF COUNCIL

_____
MAYOR

DATE APPROVED_____

APPROVED AS TO FORM:

_____
LAW DIRECTOR

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

_____
CLERK OF COUNCIL

PARK NATIONAL BANK

51 North Third Street
Newark, Ohio 43055
Phone 740.349.0478
Fax 740.345.7548

Agreement for Deposit of Public Funds

This **Agreement for Deposit of Public Funds** (this "Agreement") is made as of the date executed by and between **Park National Bank**, a national banking association (the "Financial Institution"), and **City of Canal Winchester** (the "Customer").

WITNESSETH:

WHEREAS, capitalized terms used herein but not otherwise defined herein shall have the meanings set forth on the Addendum with respect to the State in which the Customer is located;

WHEREAS, the Financial Institution has proposed to the Customer that the Financial Institution will accept for deposit and safekeeping deposits for the Customer and provide certain other services;

WHEREAS, the Financial Institution has provided the Customer with access to the Financial Institution's balance sheet information as of the date of the latest report filed by the Financial Institution with the Office of the Comptroller of the Currency; and

WHEREAS, pursuant to the Applicable Statute and in accordance with the rules promulgated under the Applicable Statute, such proposal requires the Financial Institution to pledge and deposit with one or more qualifying trustees, trustee custodians, escrow agents, or custody agents, as security for the repayment of all public moneys to be deposited in the Financial Institution by the Customer security of the kinds specified in the Security Provisions or any other section of the Applicable Statute specifying eligible security, as such may be amended from time to time, in a sum equal to or greater than the minimum amount of security required by the State Official pursuant to the Applicable Statute and the rules promulgated under the Applicable Statute, as such may be amended from time to time;

NOW, THEREFORE, in consideration of the services to be provided by the Financial Institution, including the retention and safekeeping of deposits of the Customer, and the Customer's new or continued award of deposits with the Financial Institution, the Customer and the Financial Institution agree as follows:

1. **Eligibility to Receive Funds**. The Financial Institution represents that it is eligible to receive public funds pursuant to the Applicable Statute. This agreement is subject to the Applicable Statute, all amendments or supplements thereto, and all rules promulgated and policies adopted pursuant thereto, as well as all other applicable laws and regulations.

2. **Deposits Awarded and Accepted.** The Customer awards to the Financial Institution, and the Financial Institution accepts, all deposits of the Customer. The Customer and the Financial Institution agree that the services may be changed by agreement of the Customer and the Financial Institution from time to time. Such agreement will be evidenced by delivery of written notice of such proposed changes from the Financial Institution to the Customer and failure of the Customer to deliver to the Financial Institution within 30 calendar days after delivery of such notice written objection of the Customer to such changes. The Customer acknowledges having received a copy of the terms and conditions of the accounts into which the Customer's funds will be deposited (the "Accounts") and agrees that the Account terms and conditions are incorporated herein by reference. To the extent the Account terms and conditions are inconsistent with the express terms of this Agreement, this Agreement will control.

3. **Limit on Amount of Deposits.** The acceptance by the Financial Institution of the amount of active, interim and inactive deposits of the Customer for which the Financial Institution has applied will not cause the total of all public deposits held by the Financial Institution to exceed any limit provided in the Applicable Statute or rules promulgated thereunder.

4. **Collateral.** The Financial Institution and the Customer agree that the Financial Institution will pledge to the State Official and deposit with one or more trustees, trustee custodians, escrow agents, or custody agents qualified under the Applicable Statute and designated by the Financial Institution, for the benefit of the Customer and all other public depositors whose money has been deposited with the Financial Institution, eligible securities. Notwithstanding the foregoing, if the charter of the Customer requires a pledge of specific collateral for the benefit of the Customer or applicable federal law designates the pledging of specific collateral for the Customer, the Customer and the Financial Institution will make a good faith effort to submit necessary documents with the State Official to apply for and establish a specific pledge account within the Collateral Program as defined by each State. The Financial Institution and the Customer will comply in all material respects with their respective duties and obligations under the Applicable Statute, the rules promulgated by the State Official pursuant to the Applicable Statute, and the terms, conditions, policies and other requirements of the State Official pursuant to the Collateral Program, as such laws, rules, terms, conditions, policies and other requirements may be amended from time to time. The terms and conditions of this Agreement are subject to the terms and conditions of any agreement or agreements by and between the Financial Institution and the State Official relating to the Accounts, which agreement or agreements are incorporated herein by reference.

5. Amount of Collateral. The Customer consents to the pledging of collateral by the Financial Institution, in the discretion of the Financial Institution and without further consent from the Customer, equal to any minimum amount required by the State Official, as such amount may be changed from time to time, pursuant to such laws and rules and policies of the State Official promulgated or adopted pursuant to such laws.

6. Trustee. The Customer agrees that the Financial Institution may, in its sole discretion, select one or more trustees, trustee custodians, escrow agents, or custodial agents qualified under the Applicable Statute to hold collateral for all deposits of public fund depositors held by the Financial Institution, including but not limited to those deposits made by the Customer.

7. Expenses. Each of the Customer and the Financial Institution will be responsible for and assume its respective expenses incurred as a result of compliance with and participation in the Collateral Program and any successor program pursuant to the provisions of the Applicable Statute.

8. Termination of Participation in the Collateral Program. Nothing set forth in this Agreement will require the Financial Institution to continue to participate in the Collateral Program. If for any reason the Financial Institution is no longer eligible to participate in the Collateral Program or chooses to opt out of such participation, the Financial Institution will promptly provide the Customer a notice of such event. Upon receipt of such notice, the Customer will provide notice to the Financial Institution within 30 calendar days whether the Customer will withdraw all of its deposits from the Financial Institution or maintain the Customer's deposits at the Financial Institution. If the Customer does not provide such notice to the Financial Institution within the time frame set forth above whether it intends to remove its deposits, the Customer will be deemed to have agreed to maintain its deposits at the Financial Institution, and the Financial Institution will pledge collateral for the deposits of the Customer held by the Financial Institution pursuant to the requirements applicable to pledging of collateral set forth in the Applicable Statute and in accordance with other applicable laws and regulations. The Financial Institution has no further obligation to the Customer with respect to the Financial Institution's termination of participation in the Collateral Program.

9. Change in Laws. The Financial Institution and the Customer agree that if any state or federal laws, rules, or regulations are changed or amended during the term of the Financial Institution's designation as a public depository, and the change of laws, rules, or regulations causes this Agreement to become unlawful, in whole or in part, then this Agreement will be limited so as not to extend beyond the date when such change becomes effective.

10. Customer Privacy. The Customer consents to the Financial Institution's provision to the State Official of information supplied by the Customer to the Financial Institution, as may be required by the State Official or applicable laws, rules, and policies in connection with the Accounts. The Financial Institution will not be liable to the Customer for, as a result of, or in connection with the provision of such information to the State Official nor any disclosure of such information by the State Official to any other person.

11. Notices. Any notice or demand required or permitted under this Agreement from the Customer to the Financial Institution must be in writing, shall be sent by United States certified or registered mail, return receipt requested, or by courier, hand delivery, or overnight delivery, with all postage and charges prepaid, shall be deemed effective on the date it is actually received by the Bank, and shall be addressed to the Bank, Attention Commercial Cash Management, located at 51 North Third Street, Suite 502, Newark, Ohio 43055. Unless otherwise required by Applicable Statute, the Customer agrees that communications from the Financial Institution may be sent electronically to the email address on file in the Financial Institution's records or in writing by regular U.S. mail, courier, hand delivery, or overnight delivery at the address on file in the Financial Institution's records.

12. Governing Law and Venue. The internal laws of the State of Ohio will govern the interpretation, construction, and enforcement of this Agreement and all transactions and agreements contemplated by the Agreement, notwithstanding any state's choice of law rules to the contrary, except to the extent federal law or the laws of the State in which the Customer is located governs. The parties agree that the sole and exclusive venue for any legal action arising out of, in connection with, or relating to this Agreement and/or the transactions and relationships between the parties contemplated by this Agreement, will be the federal district court for the Southern District of Ohio, Columbus Division, or any court of general jurisdiction of Licking County, Ohio. The parties consent to the jurisdiction of such courts and waive any claim of lack of personal jurisdiction, improper venue, and forum non conveniens.

13. Assignment. This Agreement may not be assigned by either party without prior written consent of the other party. Notwithstanding the foregoing, neither a merger of the Financial Institution into another financial institution, nor a sale of the Accounts to another financial institution eligible to receive public funds pursuant to the Applicable Statute, along with

an assignment of this Agreement, will be deemed to be an assignment.

14. Waivers. The waiver by either party of a breach of any provision of this Agreement by the other party or its assignee will not operate or be construed as a waiver of any subsequent breach by the breaching party. A waiver by either party will only be valid if it is in writing and signed by an authorized officer of the party making the waiver.

15. Execution and Delivery. The execution of this Agreement or any amendment to this Agreement in one or more counterparts and the delivery of copies and of scanned or photocopied signature pages by facsimile, electronic mail, or other electronic delivery will constitute effective execution and delivery of this Agreement or any amendment.

16. Agreements Superseded. With respect to the subject matter of this Agreement, to the extent that there is any inconsistency between this Agreement and any other agreement between the Customer and the Financial Institution, the terms of this Agreement supersede all previous agreements. For purposes of clarification, with respect to any previous agreement between the Financial Institution and the Customer regarding the types and maximum amount of deposits to be received by the Financial Institution from the Customer, compliance with the Applicable Statute, and participation by the Financial Institution and the Customer in the Collateral Program, this Agreement supersedes all previous oral and written agreements.

17. Contact Persons. Information regarding the Customer's contact persons with respect to this Agreement is set forth below. The Customer may designate substitute contact persons as the Customer deems necessary or appropriate. The Customer will promptly notify the Financial Institution of such substitutions and changes in contact persons and information. **Amanda Jackson** **ajackson@canalwinchesterohio.gov**

18. Term. The term of this Agreement is **five years**, beginning on **January 1st 2020** and ending on **December 31st 2024**. Notwithstanding the foregoing, the parties to this Agreement may agree to renew the Agreement for a new term without execution of a new agreement by execution and delivery of a writing signed by both parties or by delivery of a written notice of changed terms by the Financial Institution to the Customer to which the Customer does not deliver written notice of objection to the Financial Institution within 30 calendar days after delivery of the notice from the Financial Institution to the Customer.

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Deposit of Public Funds to be executed by their authorized officers as of the date above.

Park National Bank

Christina L Kittle	Banking Officer	Jeffrey D Guminey	Vice President
Printed Name	Title	Printed Name	Title
Signature	Date	Signature	Date

City of Canal Winchester

Amanda Jackson	Finance Director	Stacey Williams	Finance Specialist
Printed Name	Title	Printed Name	Title
Signature	Date	Signature	Date
Printed Name	Title	Printed Name	Title
Signature	Date	Signature	Date

Addendum

The following terms set forth in the **Agreement for Deposit of Public Funds** to which this Addendum is attached shall have the following meanings for each Customer located in the State listed.

INDIANA

"Applicable Statute" shall mean Indiana Code (IC) Title 5, Article 13.
"Collateral Program" shall mean IC 5-13-13.
"Security Provisions" shall mean IC 5-13-9.5-1 and the rules promulgated thereunder.
"State Official" shall mean the State Treasurer of the State of Indiana, or such other state official designated under the Applicable Statute.

KENTUCKY

"Applicable Statute" shall mean Kentucky Revised Statute (KRS) 41.240.
"Collateral Program" shall mean KRS 41.240.
"Security Provisions" shall mean KRS 41.240(4).
"State Official" shall mean the State Treasurer of the State of Kentucky, or such other state official designated under the Applicable Statute.

NORTH CAROLINA

"Applicable Statute" shall mean North Carolina Administrative Code (NCAC) Title 20, Chapter 7.
"Collateral Program" shall mean the Pooling Method, as described in NCAC Section 20, 07.0104.
"Security Provisions" shall mean NCAC Section 20, 07.0200.
"State Official" shall mean the State Treasurer of the State of North Carolina, or such other state official designated under the Applicable Statute.

OHIO

"Applicable Statute" shall mean Uniform Depository Act of Ohio set forth in Chapter 135 of the Ohio Revised Code.
"Collateral Program" shall mean the Ohio Pooled Collateral Program, as defined in Uniform Depository Act of Ohio set forth in Chapter 135 of the Ohio Revised Code.
"Security Provisions" shall mean Sections 135.18 and 135.182 of the Ohio Revised Code.
"State Official" shall mean the State Treasurer of the State of Ohio, or such other state official designated under the Applicable Statute.

SOUTH CAROLINA

"Applicable Statute" shall mean South Carolina Code of Laws (SCCL) Title 6, Chapter 5.
"Collateral Program" shall mean the Pooling Method, as described in SCCL Section 6-5-15(E)(1)(b).
"Security Provisions" shall mean SCCL Section 6-5-15(C)(2).
"State Official" shall mean the State Treasurer of the State of South Carolina, or such other state official designated under the Applicable Statute.

TENNESSEE

"Applicable Statute" shall mean Tennessee Code (TC) Title 9, Chapter 4, Part 5, known as the Collateral Pool for Public Deposits Act of 1990.
"Collateral Program" shall mean TC Title 9, Chapter 4, Part 5.
"Security Provisions" shall mean TC Section 9-4-504.
"State Official" shall mean the State Treasurer of the State of Tennessee, or such other state official designated under the Applicable Statute.

ORDINANCE NO. 20-021

AN ORDINANCE TO AMEND PART 11 OF THE CODIFIED ORDINANCES AND THE ZONING MAP OF THE CITY OF CANAL WINCEHSTER, REZONING AN APPROXIMATELY 1.279 ACRE PORTION OF THE EXISTING TRACT OF LAND FROM GENERAL COMMERCIAL (GC) TO PLANNED COMMERCIAL DISTRICT (PCD), OWNED BY WINCHESTER OFFICE PARK, LLC., LOCATED AT 6355 WINCHESTER BLVD (PID 184-003366) AND DECLARING AN EMERGENCY

WHEREAS, the rezoning of the area hereinafter described has been proposed to the Council of the City of Canal Winchester; and

WHEREAS, notice of a public hearing has been duly advertised and the public hearing has been held before the Council of the City of Canal Winchester; and

WHEREAS, a public hearing has been held by the Planning and Zoning Commission of the City of Canal Winchester with a recommendation for approval of the rezoning;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That Part 11 of the Codified Ordinances and the Zoning Map of the City of Canal Winchester, Ohio, which is part thereof, be and hereby is amended as follows:

That approximately 1.279 acres, located at 6355 Winchester Blvd, PID 184-003366, owned by Winchester Office Park, LLC., as fully set forth in the description attached hereto as Exhibit "A" and incorporated herein by reference, is rezoned from General Commercial (GC) to Planned Commercial District (PCD).

SECTION 2. That the City Council hereby approves the Development Standards text for such 1.279 acres, which are attached hereto as Exhibits "B" and incorporated herein by reference.

SECTION 3. That all other provisions of Part 11 of the Codified Ordinances and accompanying zoning map shall remain in full force and effect.

SECTION 4. That this ordinance hereby is declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare and specifically for the reasons set forth in the preamble hereto; wherefore, this ordinance shall take effect and be in force from and after its passage.

DATE PASSED:_____

_____
PRESIDENT OF COUNCIL

ATTEST:_____
CLERK OF COUNCIL

_____
MAYOR

_____
DATE APPROVED

APPROVED AS TO FORM:

_____
LEGAL COUNSEL

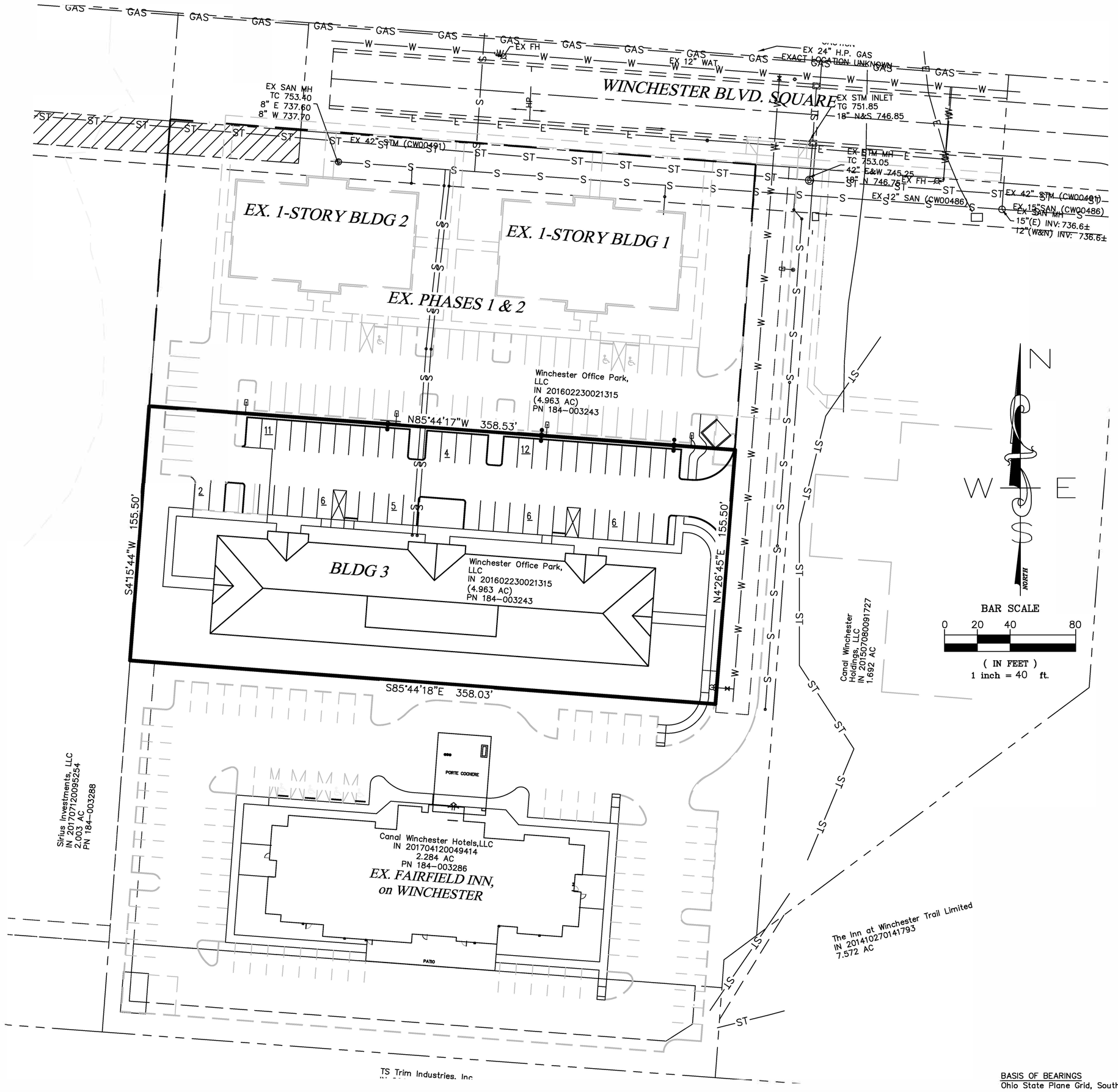
I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

_____
Clerk of Council

EXHIBIT 'A' SITE PLAN

CANAL WINCHESTER BUILDING 3

REZONE NEW BUILDING TO PLANNED COMMERCIAL DISTRICT (PCD)



LEGEND

Area to be Rezoned

BASIS OF BEARINGS
Ohio State Plane Grid, South Zone, NAD83(2011)

WILLIS ENGINEERING & SURVEYING
12512 West Bank Dr.
Millersport, OH 43046
740-739-4030

EXHIBIT 'B'

DEVELOPMENT PLAN TEXT

FOR

20 ACRE PARCEL OF PROPERTY

OWNED BY

WINCHESTER INVESTMENT COMPANY

CANAL WINCHESTER, OHIO

OWNER:
WINCHESTER INVESTMENT COMPANY
c/o ROBERT S. WOOD
299 NORTH TRINE STREET
CANAL WINCHESTER, OH 43110
PHONE: (614) 837-2797

ENGINEER:
EMH&T, INC.
c/o DAVE TYNDALL
170 MILL STREET
GAHANNA, OH 43230
PHONE: (614) 471-5150

MAY 8, 1995

DEVELOPMENT PLAN TEXT

Introduction:

The property owners, Winchester Investment Company, have requested the rezoning of approximately twenty (20) acres to PCD (Planned Commercial District). The twenty acre parcel is part of a larger parcel that is presently zoned LM (Limited Manufacturing).

Location:

The parcel is located on the West side of Gender Road North of the Ohio and Indiana Railroad and South of Winchester Boulevard, now under construction.

Permitted Uses:

All of the uses permitted in the Neighborhood Commercial District (NC), General Commercial District (GC) and Suburban Office and Institution District (SO) of zoning ordinance 48 - 90 adopted 6/18/90 as amended through 1/6/93, except the following: Commercial Kennels, Secondhand Stores, Churches, Reupholstery and Furniture Repair, Automobile Parking and Dance Halls, Residential.

Survey Maps:

A survey map was included with the original application filed with the Village on 1/6/95.

Storm Water Drainage:

Refer to Exhibit "A" attached. The preliminary engineering plan shows the general intent and feasibility of the proposed project. The property owners and Village Administration including the Village Engineer, have agreed to a phased development, so far as storm drainage is concerned as follows: Two and one half lots on the North side of the project will drain into the storm sewer on the South side of Winchester Boulevard. Two of the remaining five remaining lots fronting Gender Road and North of the proposed new street can be developed with temporary drainage directly into Tussing Bachman ditch, via storm drainage lines that would terminate at the last manhole in the Southwest corner of the development. The owners agree to commence the construction of a permanent storm retention basin and have it ready for use, before completion of any other building projects in the development; other than the ones listed above, but in any case, complete the permanent storm retention basin no later than 9/1/96.

Soil Types:

Refer to Exhibit "B" attached.

Easements:

There presently exists a thirty (30) foot easement for roadway purposes, West of the Center line of Gender Road and running the entire width of the frontage. The property owners agree to the granting of an additional thirty (30) foot easement for the future widening of Gender Road. The property owners are agreeable to and would prefer to handle the transaction by transfer of ownership by deed rather than easements.

Sub - Areas (cont.):
intent of the property owners to develop the property by sub-areas as shown on Exhibit "C".

The division of the property into sub-areas also addresses the concern expressed by Village Administration, that the uses permitted on the Northern portion of the property be compatible with Winchester Square Shopping Center.

Landscaping:
The proposed final development plan will comply with the Village of Canal Winchester Zoning Ordinance 48 - 90 as amended on 1/6/93 for the individual lot and parking lot landscaping and screening requirements. The landscaping along the Gender Road frontage will be similar in character (number, size and location) to the landscaping at Winchester Square Shopping Center that fronts on Gender Road.

Utilities:
Final design of the utilities (sanitary, storm, water and street lighting) will be completed with the submission of the engineering plans for the development and approval from the Village Engineer. Individual lots will be designed in phases based on the current market demands and will be approved on a lot by lot basis. All dumpsters will be enclosed as required by the Village of Canal Winchester Zoning ordinance 48 - 90 amended 1/6/93. The street lighting for the dedicated streets will be the same as those approved for the South side of Winchester Boulevard.

Exterior Building Standards:

(A) Walls - All exterior walls of buildings are to be hard surface masonry, such as face brick, split faced block, fluted block and scored block, except stucco, drivit and like materials may be used as accents, providing total square footage of accent material does not exceed twenty percent (20%) of gross exterior building wall square footage.

(B) Roof - All roofs are to be of dimensional shingles, standing seam metal, slate or simulated slate except flat roofs will be approved - if roof top equipment is properly screened on the front and both sides.

(C) Miscellaneous - All trim, materials such as fascias, coping and soffits will be of prefinished material.

Signage:
See Exhibit "D" attached.

Development Schedule:
The project development will be constructed in three (3) phases covering eighteen (18) months each. The first and second phases will consist of approximately three (3) lots each. Phase Three will consist of the remaining eight (8) lots. The property owners however, reserves the right to develop the entire project or any number of phases at one time.

Preparation of Development Plan:

The development plan and engineering have been prepared by Dave Tyndall of EMH&T, Inc., of 170 Mill Street, Gahanna, Ohio 43230. Phone: (614) 471-5150.

Development Standards:

It is the intent of the property owners that the development on the tract will be of high quality and conform to all the standards established for the uses permitted within a Planned Commercial District (PCD) of zoning ordinance 48 - 90, adopted 6/18/90 and amended through 1/6/93.

Building:

The uses set forth in the final development plan have no maximum lot coverage or size, however, they must provide for adequate yard space as follows.

(A) Front Yard set back shall be the average of the existing adjacent commercial structures on the same side of the street facing thereon unless said distance is greater than fifty (50) feet. If the distance is greater than fifty (50) feet, the maximum set back shall be fifty (50) feet.

(B) Side Yard set back shall be a minimum of twenty (20) feet including those areas needed for open services and/or loading areas.

(C) Rear Yard set back shall be a minimum of twenty five (25) feet.

Buildings shall not exceed the height of forty (40) feet and/or three (3) stories. Refer to Exhibit "A" for examples of proposed location of said uses and lot sizes.

Parking:

The proposed final development plan will comply with the Village of Canal Winchester Zoning Ordinance 48 - 90 as amended on 1/6/93, Section 80.55 Off-Street Parking And Loading for the required number of spaces and parking lot layout standards. However, two vehicular access points will be allowable per lot even if those access points may or may not comply with the access point spacing requirements as stated in 80.55.05 Access Drive (b) spacing (1). A detailed parking lot layout will be submitted to the Village for each individual lot at the time of their individual site plan approval.

Traffic Study:

A fairly complete traffic study was made by the Village Traffic Engineer prior to the concept plan hearing. Rather than duplicate what has already been completed, the property owners agree, subject to the approval of estimates in advance, to reimburse the Village for expenditures they might incur in developing any additional traffic information that is needed relating to this rezoning and development.

Sub - Areas:

Refer to Exhibit "C" attached. This sub-area map was developed in response to the concern expressed about the excess traffic that might be encountered during peak hours if too many high intensity traffic generating businesses were allowed to develop near the new proposed intersection with Gender Road. It will be the

Economic Impact:

The property has been zoned either Limited Manufacturing (LM) or a similar zoning for over thirty one (31) years. The property has been available for purchase during that entire time period without a single sale being completed. The development of the Winchester Square Shopping Center to the immediate North has brought about numerous inquiries in regards to the availability of the frontage on Gender Road for Commercial use, because of the limited number of outlots available on the shopping center property.

In view of the facts stated above, it is the belief of the property owners that the rezoning of the twenty (20) acre parcel to a Planned Commercial District (PCD), would allow for a much more rapid development of the land. This would be of benefit to both the Village of Canal Winchester and the Canal Winchester Local School District in the way of increased real estate and personal property taxes, as well as income tax revenues.

In addition to a more rapid development, the investment per acre for commercial businesses is greater than for industrial development, although the income tax revenues from wages would not be as positive, however, that revenue stream would come on line quicker with commercial development.

To: Audra DiOrio, CMC, Clerk of Council

From: Andrew Moore, Planning and Zoning Administrator

Date: February 11, 2020

RE: Application ZM-20-001

RECOMMENDATION

Regular Meeting of Planning and Zoning Commission held **February 10, 2020**

Motion by Brad Richey, seconded by Kevin Serna, to recommend to council approval of ZM-20-001; to consider the rezoning of 1.27 acres of real property at PID 184-003366 from General Commercial (GC) to Planned Commercial District (PCD); for property located at 6355 Winchester Blvd (Parcel ID 184-003366). Deno Duros applicant and Owner.
Voting yes: Brad Richey, Joe Donahue, Kevin Serna, Bill Christensen & Mark Caulk.
Motion Carried 5-0

_____

Andrew Moore
Planning and Zoning Administrator

Zoning Amendment #ZM-20-001
Winchester Office Park

Owner: Winchester Office Park, LLC

Applicant: Deno Duros

Property Location: PID 184-003366

Existing Zoning: GC (General Commercial)

Proposed Zoning: PCD (Planned Commercial District)

Proposed Use: 16,500 square feet office building

Location
The subject property consists of 2.68 acres zoned GC (General Commercial) and PDC (Planned Commercial District) located south of Winchester Blvd. To the north consists of Winchester Office Park phases 1 and 2. Property to the east is a 1.69-acre parcel with Primrose Daycare zoned PCD (Planned Commercial District). Property to the south consists of the development site for Fairfield Inn on 2.28 acres zoned GC. Property to the west is 13 acres of undeveloped land zoned GC.

Request
The applicant is requesting to rezone a 1.279 acre portion of the existing parcel from GC (General Commercial) to PCD (Planned Commercial District). The area to be rezoned is the rear portion of the parcel with dimensions of 155.5 feet by 358.53 feet. The parcel would be incorporated into the adjacent 9.225-acre PCD district which is subject to Ordinance 112-96 and the associated Winchester Investment Company development text.

Criteria for (Zoning Amendment) Review
All rezoning activities must be consistent with the adopted comprehensive plan. The following factors shall also be considered:

(a) Compatibility of the proposed amendment to adjacent land use, adjacent zoning and to appropriate plans for the area, including but not limited to the comprehensive plan.

The proposed zoning district of Planned Commercial District is appropriate for the professional nature of the Winchester Office Park. Permitted uses with the existing Winchester Investment Company development text permit all uses permitted in the NC, GC, and SO zoning districts, which are appropriate for the professional nature of the surrounding commercial, office, and hotel uses.

(b) Relationship of the proposed amendment to access and traffic flow and utility services including sanitary sewer, water, and storm drainage, as outlined in the transportation thoroughfare plan, comprehensive plan and/or other adopted plans for the area.

Amending the site from GC to PCD will have no impact on site utilities or traffic. The site can be developed at the same intensity within either zoning district. There are adequate public utilities available to the site and the property owner designed Winchester Office Park to accommodate an office building of this size. The office building proposed for the site will share a private access drive from Winchester Blvd.

and will share parking with the existing office buildings within the Winchester Office Park.

(c) Relationship of the proposed amendment to the public health, safety, convenience, comfort, prosperity and general welfare, including impact on infrastructure and municipal services.

The amendment from GC to PCD of this 1.279 acres will have no negative impacts for public health, safety, convenience, comfort, prosperity and general welfare.

(d) Relationship of the proposed use to the adequacy of available services and to general expansion plans and planned capital improvements.

The proposed rezoning of this 1.279 acres will have no additional impacts on the adequacy of available services. The site as GC site would be entitled to the same size and intensity of use. The only change is in permitted uses within the office building.

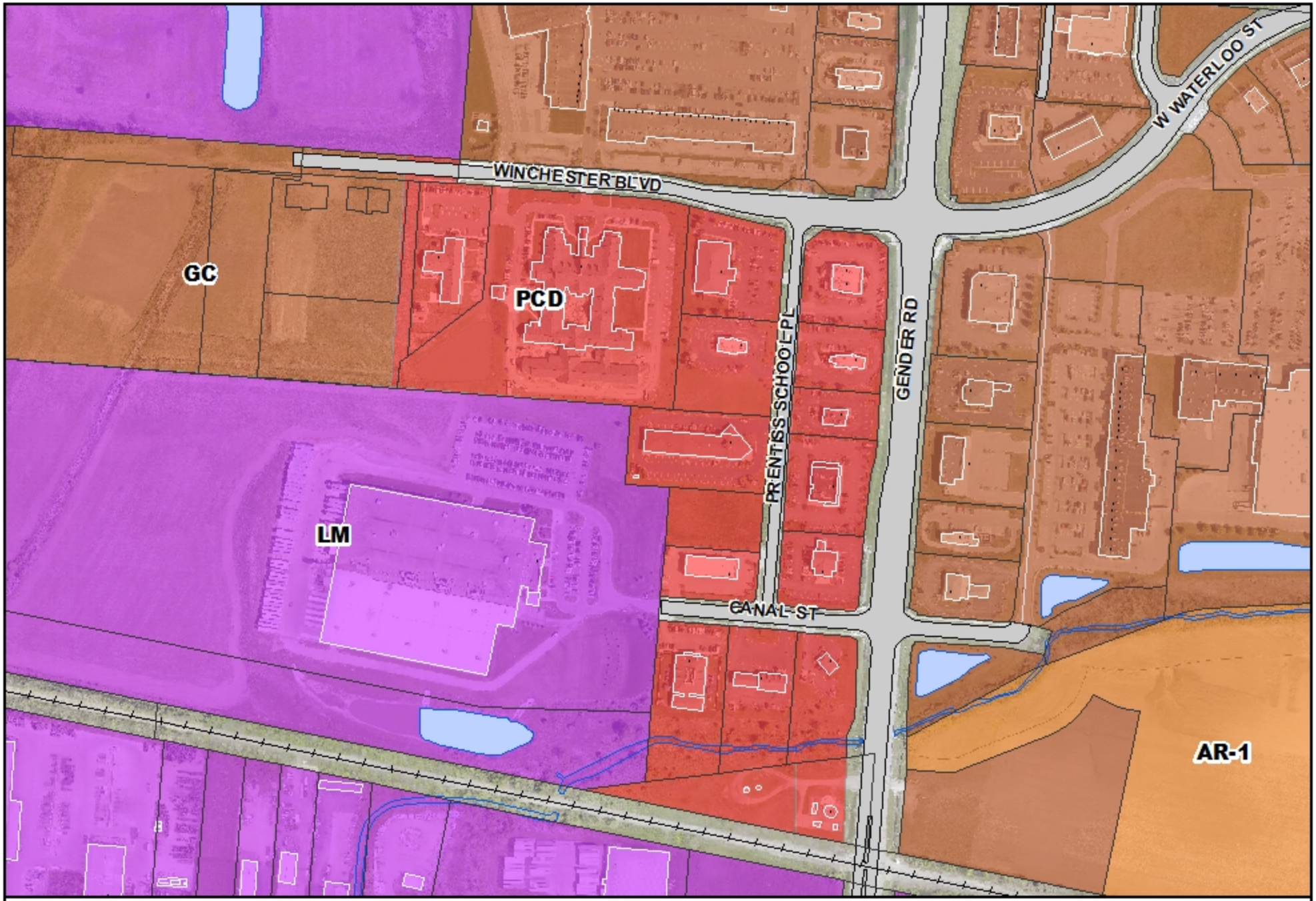
Analysis

The existing Winchester Investment Company development text is attached. The proposed rezoning of the 1.279 acres would be subject to the zoning standards set forth in the Winchester Investment Company development text as set by Ordinance 112-96 adopted on October 7,1997.

Rezoning the site to PCD will allow uses the are currently permitted in the SO (Suburban Office District). The proposed 16,500 square feet office building has a potential tenant The Learning Spectrum, a school for children with autism and related special needs. Schools are a permitted use in the SO district, but not within the existing GC district. Rezoning to the PCD district with the associated and adjacent Winchester Investment Company text will allow for the proposed tenant to operate within the proposed 16,500 square feet building while allowing for maximum flexibility long term for future tenancy of the space for office and professional uses to match the adjacent Winchester Office Park.

Staff Recommendation

Staff is recommending that Planning and Zoning Commission recommend approval of the proposed rezoning of 1.279-acre parcel from GC (General Commercial) to PCD (Planned Commercial District) with the development text adopted by Ordinance 112-96.



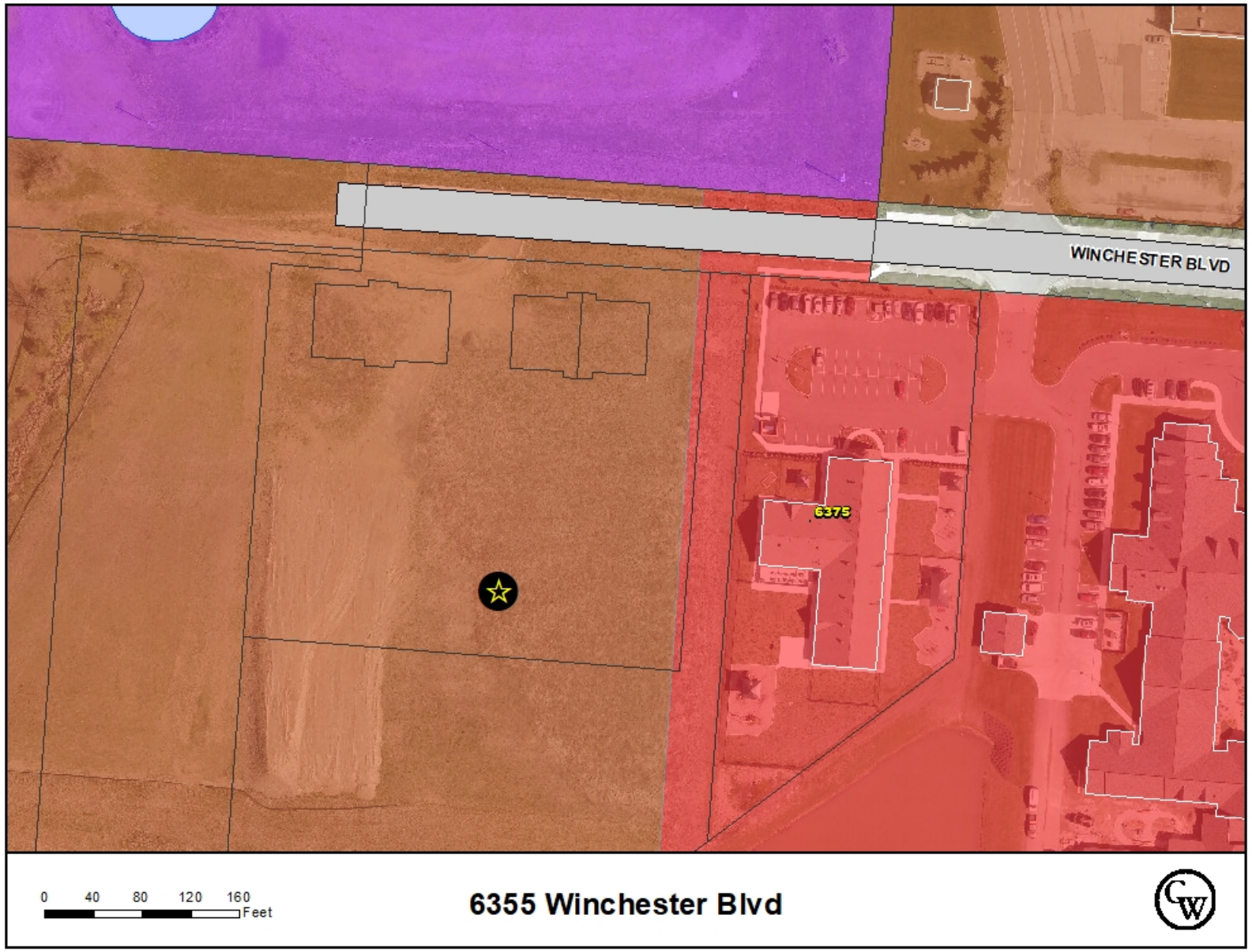
Winchester Investment Corp. PCD

Application #ZM-20-001

Owner: Winchester Office Park LLC
Applicant: Deno Duros

Location: PID 184-003366 (1.27 acres within the Winchester Office Park)

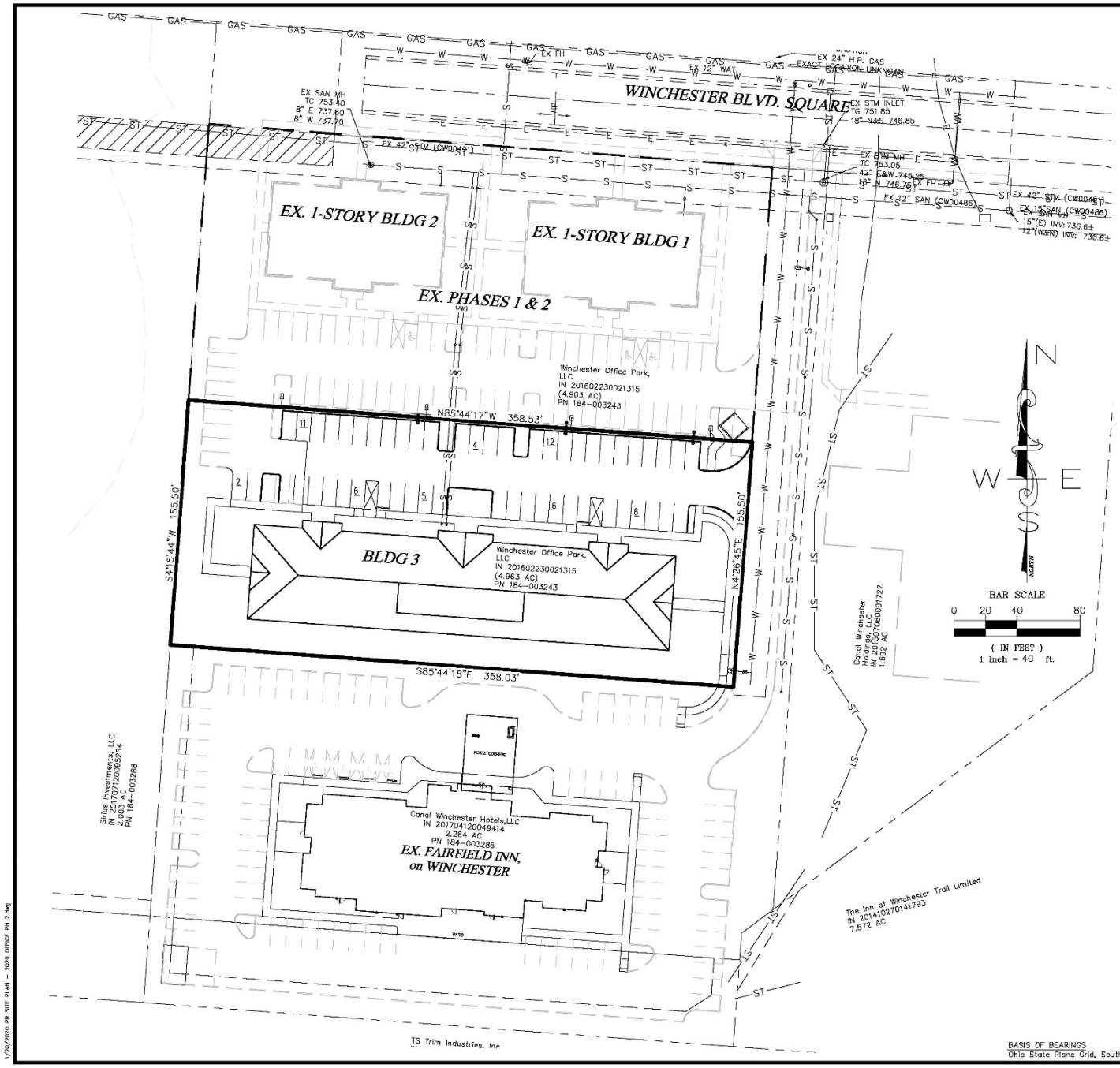
Request: Rezone a portion of the property from General Commercial to Planned Commercial District



SITE PLAN

CANAL WINCHESTER BUILDING 3

REZONE NEW BUILDING TO _____



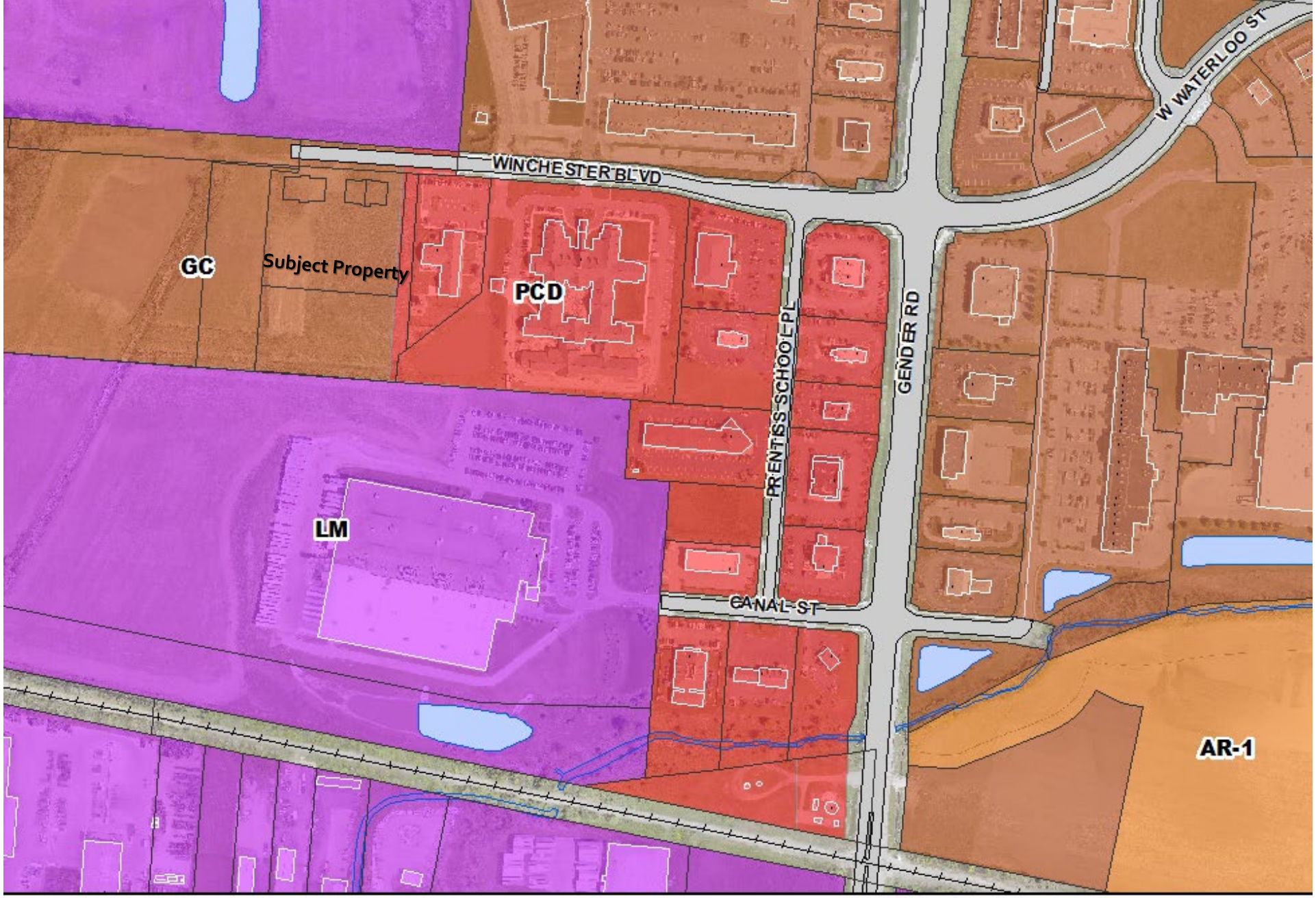
LEGEND

Area to be Rezoned

BASIS OF BEARINGS
Ohio State Plane Grid, South Zone, NAD83(2011)

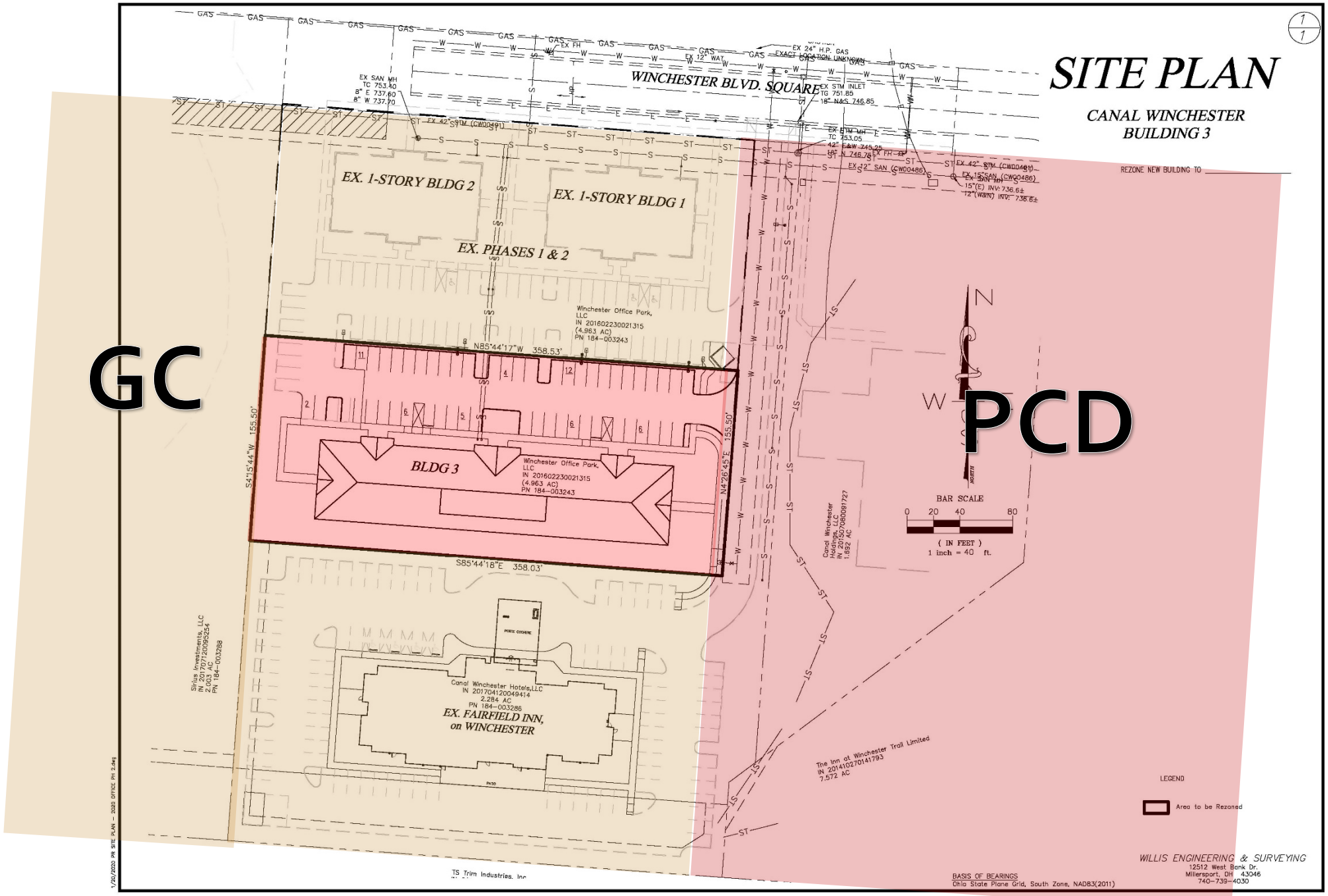
WILLIS ENGINEERING & SURVEYING
12512 West Bank Dr.
Millersport, OH 43046
740-739-4030

1/20/2020 PR SITE PLAN - 2020 OFFICE PH 2.dwg



0 170 340 510 680 Feet

Winchester Investment Corp. PCD

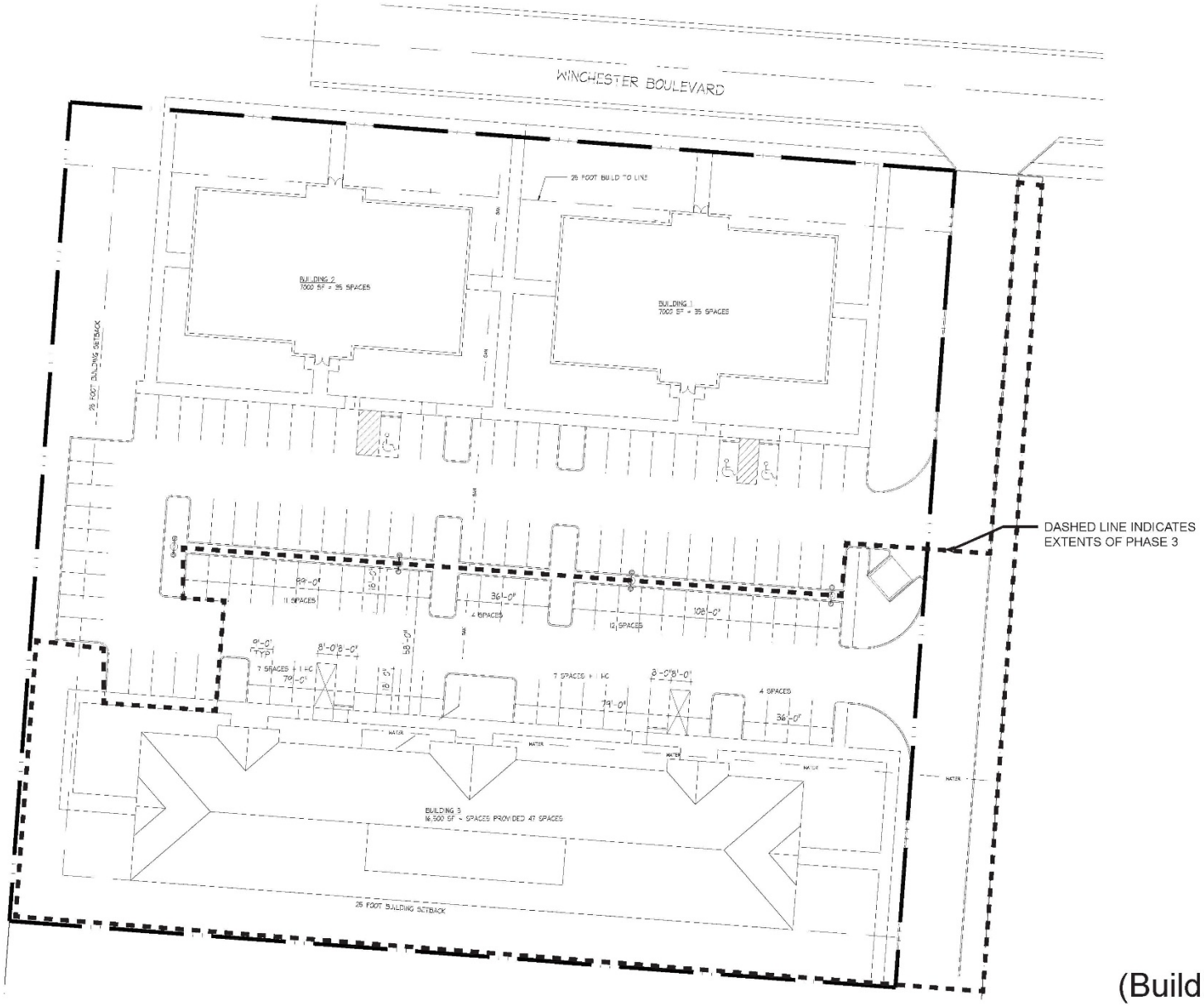

SITE PLAN
CANAL WINCHESTER
BUILDING 3
WINCHESTER BLVD. SQUARE
EX. 1-STORY BLDG 2
EX. 1-STORY BLDG 1
EX. PHASES 1 & 2
BLDG 3
EX. FAIRFIELD INN, on WINCHESTER
Winchester Office Park, LLC
IN 201602230021315
(4.963 AC)
PN 184-003243
N85°44'17"W 358.53'
S85°44'18"E 358.03'
S4°15'44"W 155.50'
N4°26'45"E 155.50'
Canal Winchester Hotels, LLC
IN 201704120049414
2.284 AC
PN 184-003286
Sirius Investments, LLC
IN 201707120095254
2.433 AC
PN 184-003288
Canal Winchester Holdings, LLC
IN 201507080091727
1.892 AC
The Inn at Winchester Trail Limited
IN 201410270141793
7.572 AC
TS Trim Industries, Inc
REZONE NEW BUILDING TO
GC
PCD
N
W
BAR SCALE
0 20 40 80
(IN FEET)
1 inch = 40 ft.
LEGEND
Area to be Rezoned
BASIS OF BEARINGS
Ohio State Plane Grid, South Zone, NAD83(2011)
WILLIS ENGINEERING & SURVEYING
12512 West Bank Dr.
Millersport, OH 43046
740-739-4030
1/20/2020 PR SITE PLAN - 2020 OFFICE PH 2.dwg

The applicant is requesting to rezone a 1.279 acre portion of the existing parcel from GC (General Commercial) to PCD (Planned Commercial District).

- The area to be rezoned is the rear portion of the parcel with dimensions of 155.5 feet by 358.53 feet.
- The parcel would be incorporated into the adjacent 9.225-acre PCD district which is subject to Ordinance 112-96 and the associated Winchester Investment Company development text.

Rezoning the site to PCD will allow uses the are currently permitted in the SO (Suburban Office District). The proposed 16,500 square feet office building has a potential tenant The Learning Spectrum, a school for children with autism and related special needs. Schools are a permitted use in the SO district, but not within the existing GC district. Rezoning to the PCD district with the associated and adjacent Winchester Investment Company text will allow for the proposed tenant to operate within the proposed 16,500 square feet building while allowing for maximum flexibility long term for future tenancy of the space for office and professional uses to match the adjacent Winchester Office Park.

Bogenrife
Architecture LLC



(Building 3, Phase 3)

WINCHESTER OFFICE PARK

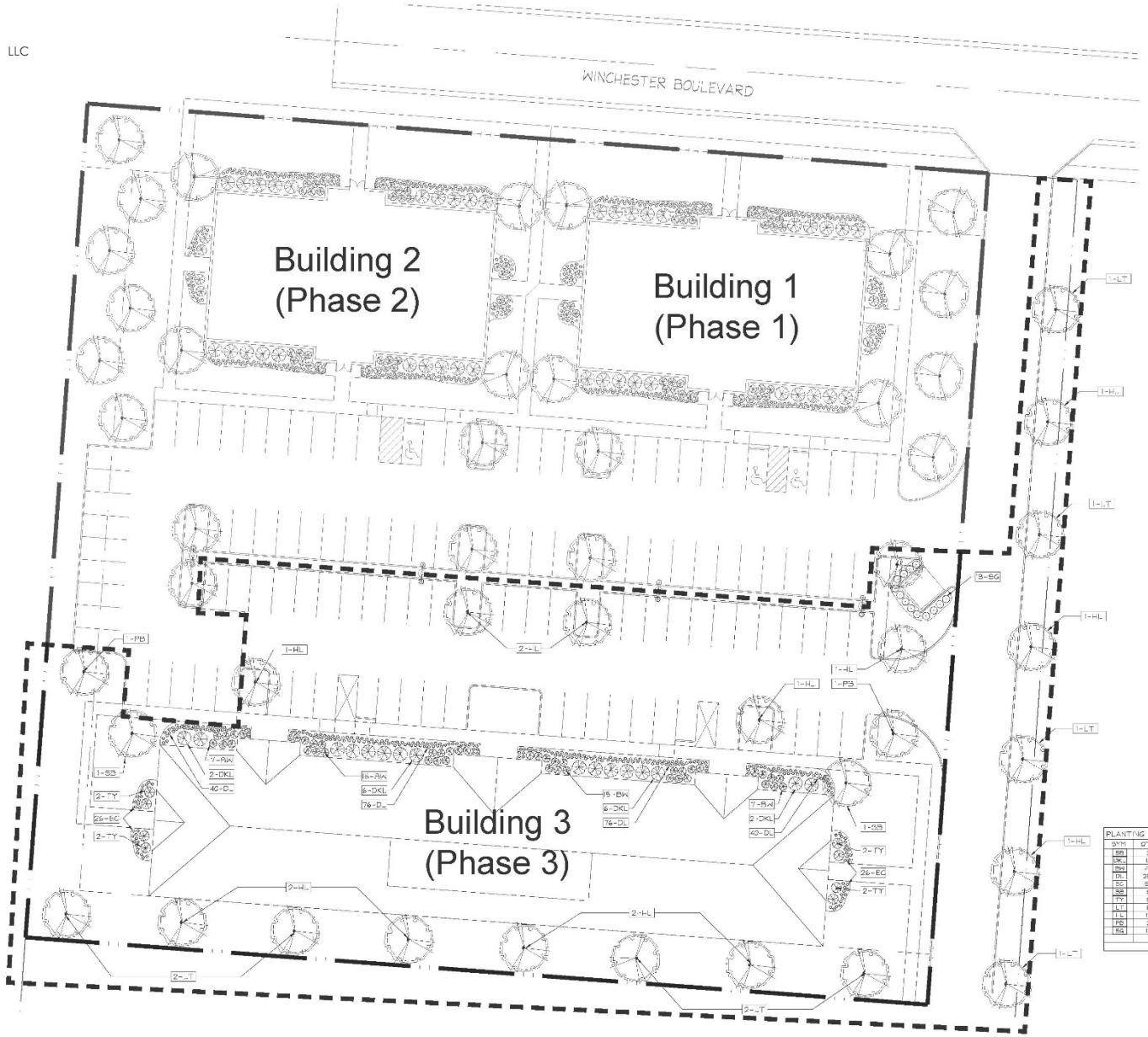
WINCHESTER BOULEVARD
CANAL WINCHESTER, OHIO 43110
20 January 2020

AS100

ARCHITECTURAL SITE PLAN

Site Plan
Scale 1"=20'-0"

Bogenrife
Architecture LLC



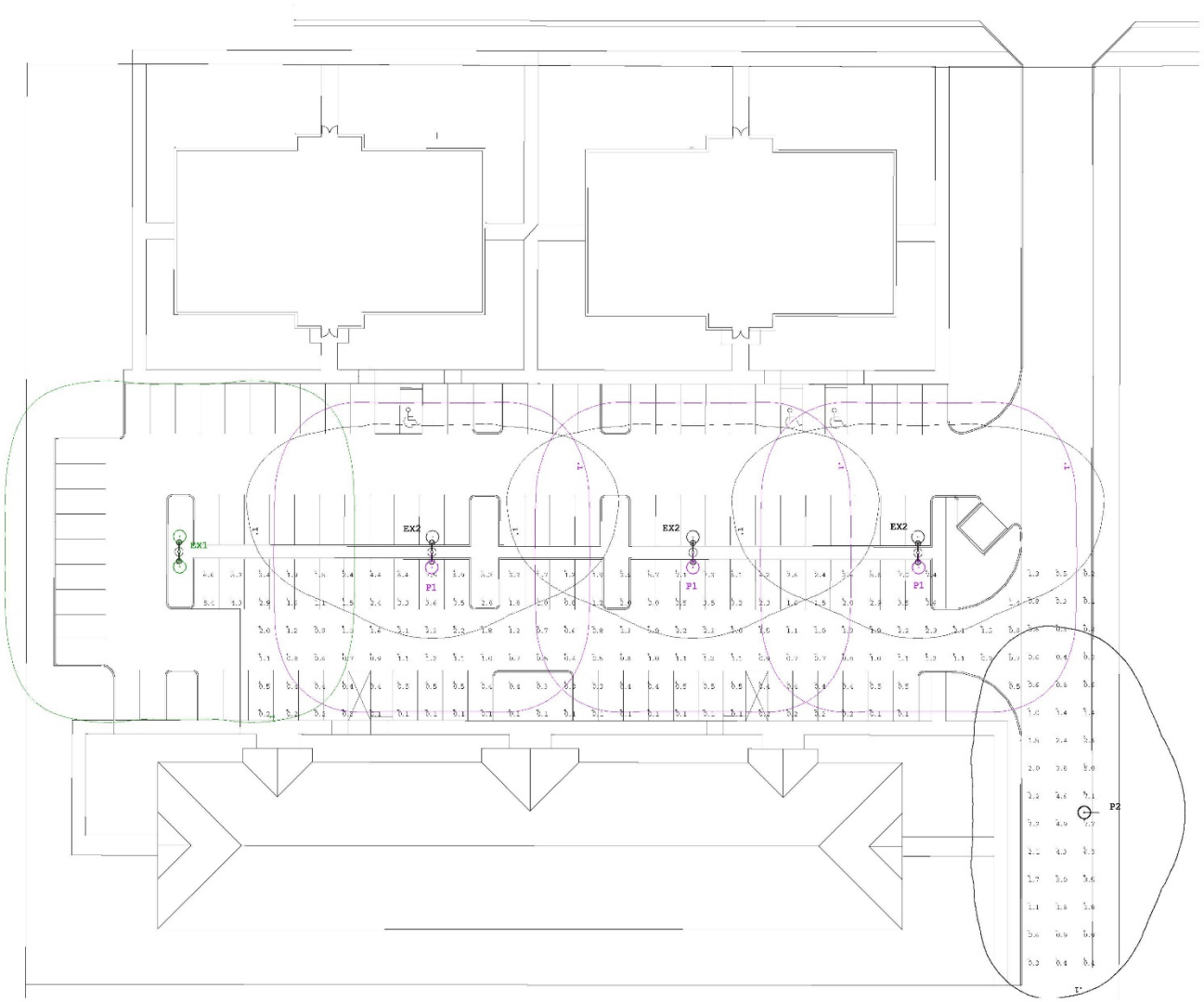
PLANTING MATERIAL SCHEDULE					
SYM	QTY.	COMMON NAME	SCIENTIFIC NAME	SIZE	COND
SB	2	BERY/CEBERRY	Amelanchier x grandiflora 'Autumn Brilliance'	2" CAL.	B & B
DK	16	DWARF KOREAN LILAC	Syringa meyeri 'Palibin'	5 GALLON	POTTED
BW	77	BOXWOOD	Buxus 'Green Gem'	3 GALLON	POTTED
DL	292	DAYLILY	Hemerocallis x 'Stella de Oro'	1 GALLON	POTTED
EC	82	EVERGREEN GROUNDCOVER	Vinca minor	FLAT	FLAT
SB	9	BARBERRY	Berberis thunbergii 'Crimson Pygmy'	5 GALLON	POTTED
TY	5	TAXUS, YEW	Taxus x media 'Densiformis'	5 GALLON	POTTED
LT	8	LINDEN	Tilia	2" CAL.	B & B
HL	17	THORNLESS HONEY LOCUST	Gleditsia triacanthos var. inermis 'skyline'	2" CAL.	B & B
PB	2	PAPER BIRCH	Betula papyrifera	2" CAL.	B & B
SG	19	SAUGRASS	Cladium marisciodes	2 GALLON	POTTED

(Building 3, Phase 3)
WINCHESTER OFFICE PARK
WINCHESTER BOULEVARD
CANAL WINCHESTER, OHIO 43110
20 January 2020

L100
LANDSCAPE PLAN

Landscape Plan
Scale 1"=20'-0"

Bogenrife
Architecture LLC



DECORATIVE PARKING LOT LIGHT
ANP LIGHTING
BELLA VISTA
BVB09-H
ARCHITECTURAL BRONZE

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description	Filename
	3	P1	SINGLE	N.A.	0.850	ANP BVA01-P117LD4NT540K at 16' AFG	BVA01-P117LD4NT540K.IES
	1	P2	SINGLE	N.A.	0.850	ANP BVA01-P117LD4NT340K at 16' AFG	BVA01-P117LD4NT340K.IES
	1	EX1	BACK-BACK	N.A.	0.850	Existing ANP Fixture at 16' AFG	BVA01-P117LD4NT540K.IES
	3	EX2	SINGLE	N.A.	0.850	Existing ANP Fixture at 16' AFG	BVA01-P117LD4NT340K.IES

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Driveway	Illuminance	Fc	1.92	7.7	0.1	19.20	77.00
Parking	Illuminance	Fc	1.73	7.5	0.1	17.30	75.00

(Building 3, Phase 3)
WINCHESTER OFFICE PARK
WINCHESTER BOULEVARD
CANAL WINCHESTER, OHIO 43110
20 January 2020

E100
PHOTOMETRICS

Photometric Plan
Scale 1"=20'-0"

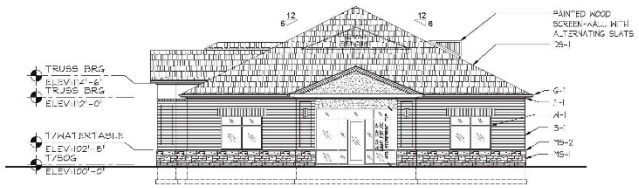
Bogenrife
Architecture LLC

1193.03. C BUILDING DESIGN (MATERIAL PERCENTAGES)							
ELEVATION	AREA (ENTIRE WALL)	GLAZING	BALANCE	"NATURAL MATERIALS"	"NEW MATERIALS"	% "NATURAL MATERIALS"	% "NEW MATERIALS"
NORTH	3782	1148	2634	2157	477	82%	18%
SOUTH	3305	675	2630	2630	0	100%	0%
EAST	812	240	572	471	101	82%	18%
WEST	812	240	572	471	101	82%	18%

NORTH ELEVATION % GLAZING BETWEEN 2 AND 10 FEET		
AREA OF ENTIRE WALL	GLAZING	PRECENTAGE GLAZING
2412	1022	42%

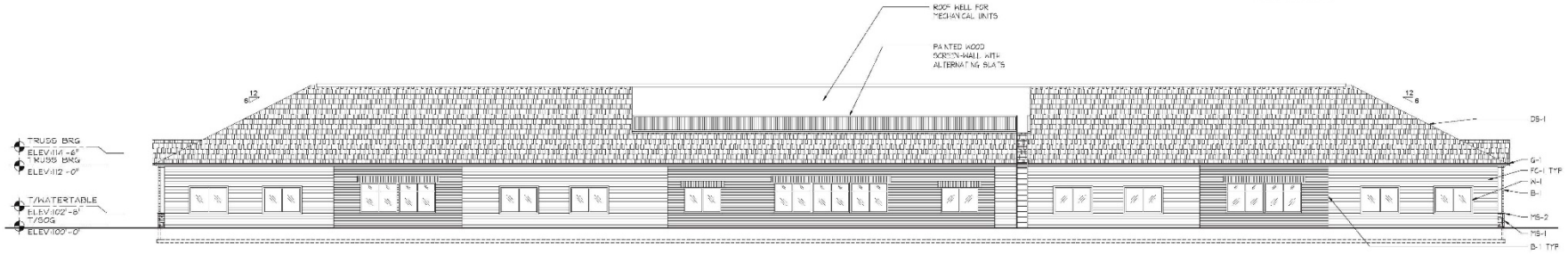
EXTERIOR FINISH SCHEDULE

FINISH	MATERIAL	MANUFACTURER	COLOR	FINISH
DS-1	DIMENSIONAL SHINGLES	TAMKO	WEATHERED WOOD	
B-1	BRICK - -	TRIANGLE BRICK	OXFORD	
E-1	EIFS -		PRIMED PAINT PT-1	
FT-1	FIBER CEMENT TRIM	JAMES HARDI	PAINT PT-1	-
FC-1	FIBER CEMENT SIDING 7" LAP SIDING	JAMES HARDI	PRIMED PAINT PT-1	
MS-1	MANUFACTURED STONE VENEER	DUTCH QUALITY STONE	GREAT LAKES LIMESTONE	-
MS-2	MANUFACTURED STONE VENEER - ACCESSORY	DUTCH QUALITY	WATERTABLE PROFILE	-
PT-1	PAINT	SHERWIN WILLIAMS	SW 7675 "SEALSKIN"	MATCH EXISTING BUILDINGS

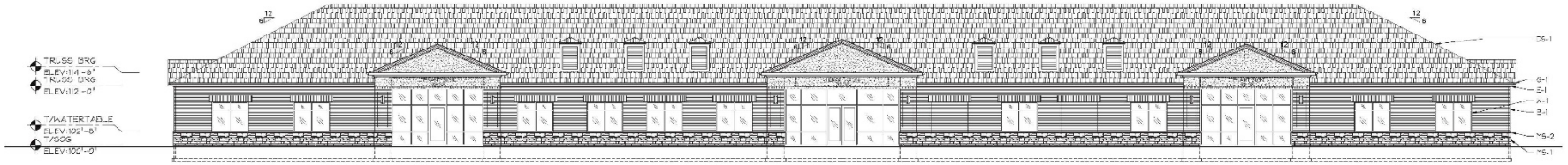


C A200 EAST & WEST ELEVATION
SCALE: 3/32"=1'-0"

DECORATIVE WALL SCONCE
TERON LIGHTING
ALLEGRO W
TEXTURED BRONZE



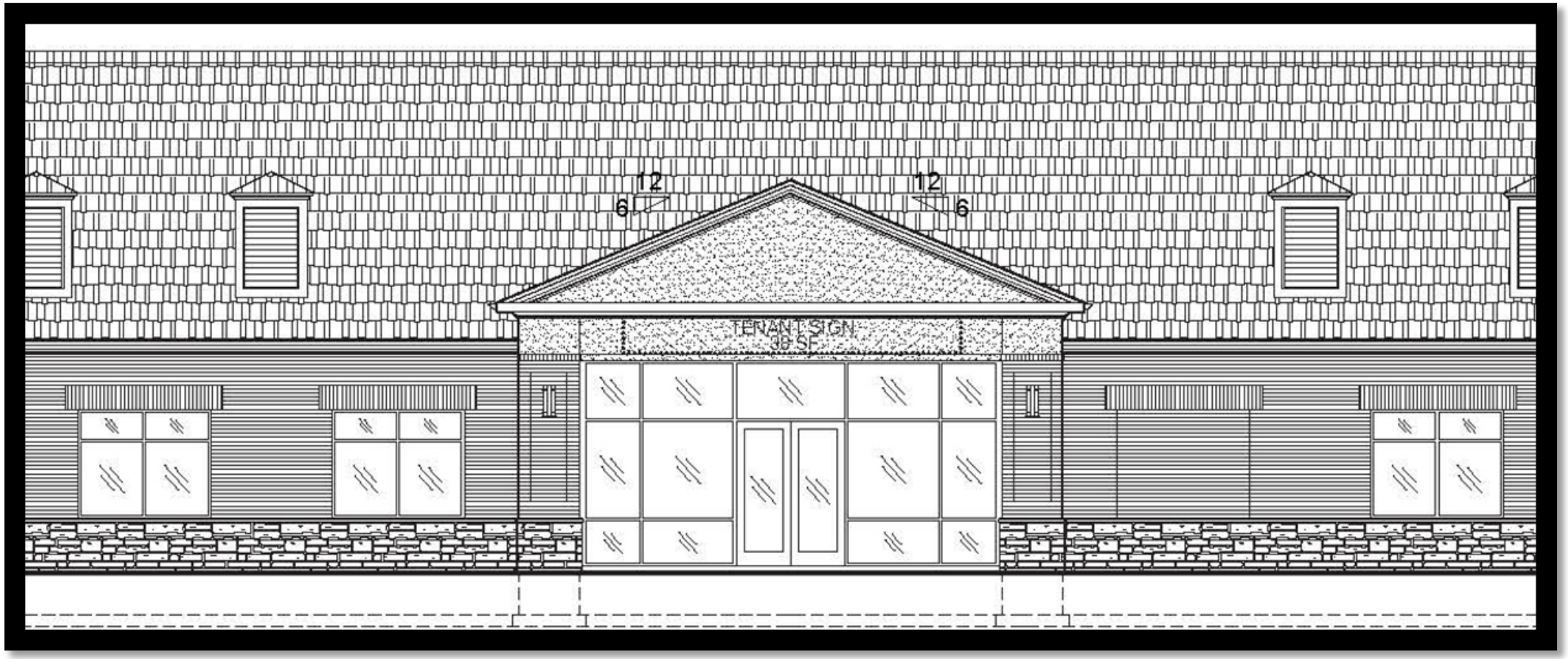
B A200 SOUTH ELEVATION
SCALE: 3/32"=1'-0"



A A200 NORTH ELEVATION
SCALE: 3/32"=1'-0"

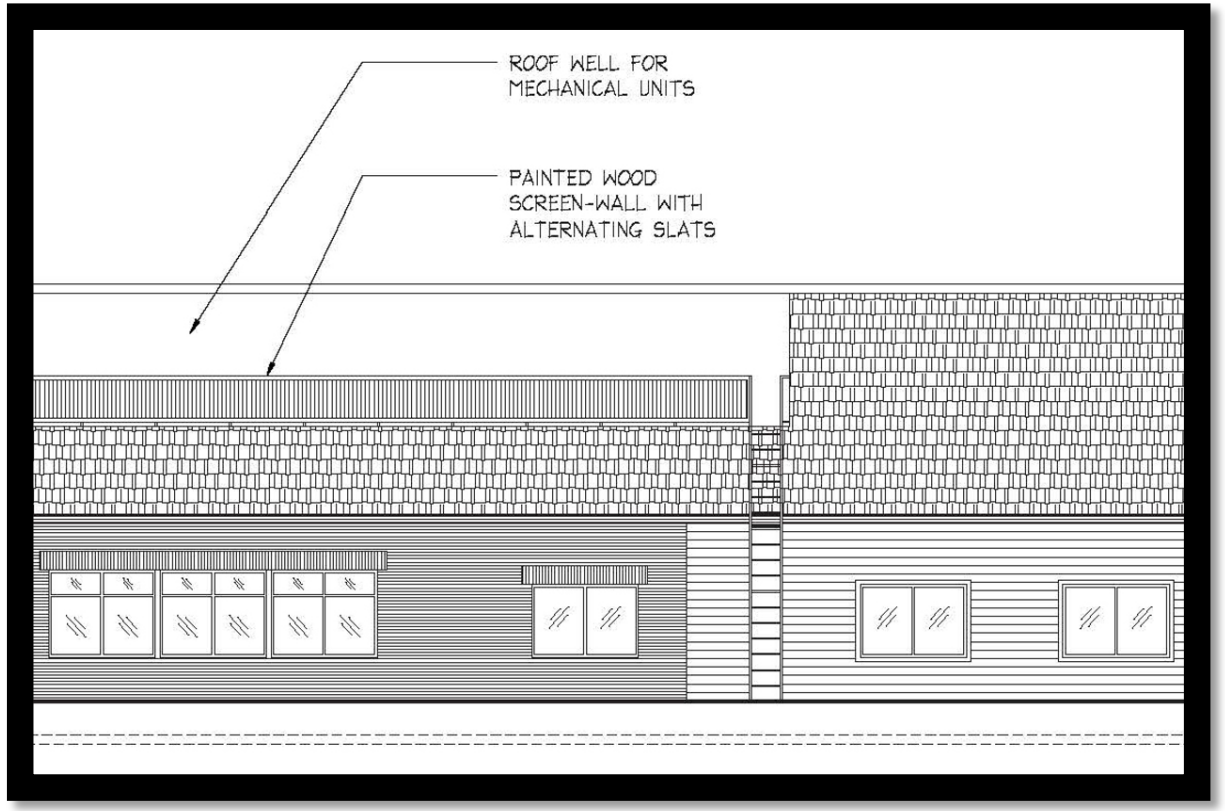
(Building 3, Phase 3)
WINCHESTER OFFICE PARK
WINCHESTER BOULEVARD
CANAL WINCHESTER, OHIO 43110
20 January 2020

A200
EXTERIOR ELEVATIONS

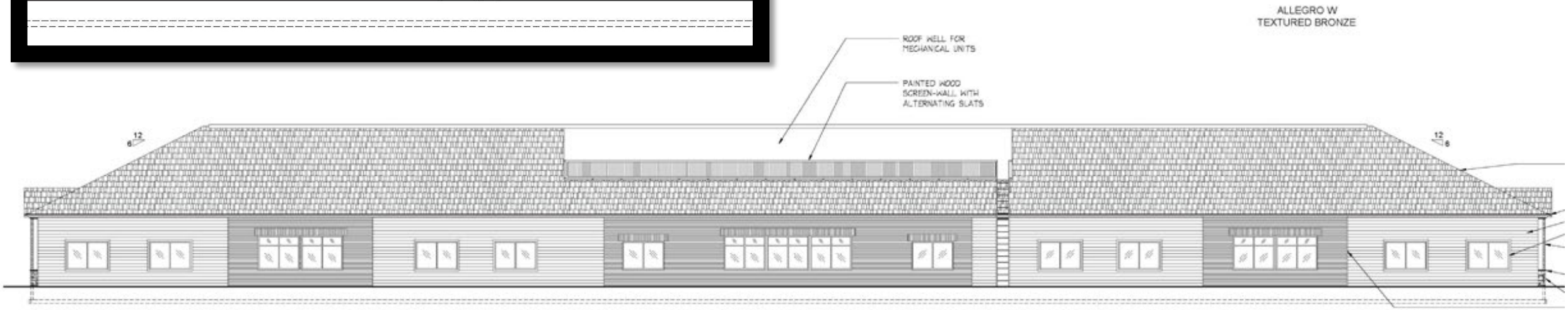


Zoom In

A NORTH ELEVATION
A200
SCALE: 3/32"=1'-0"

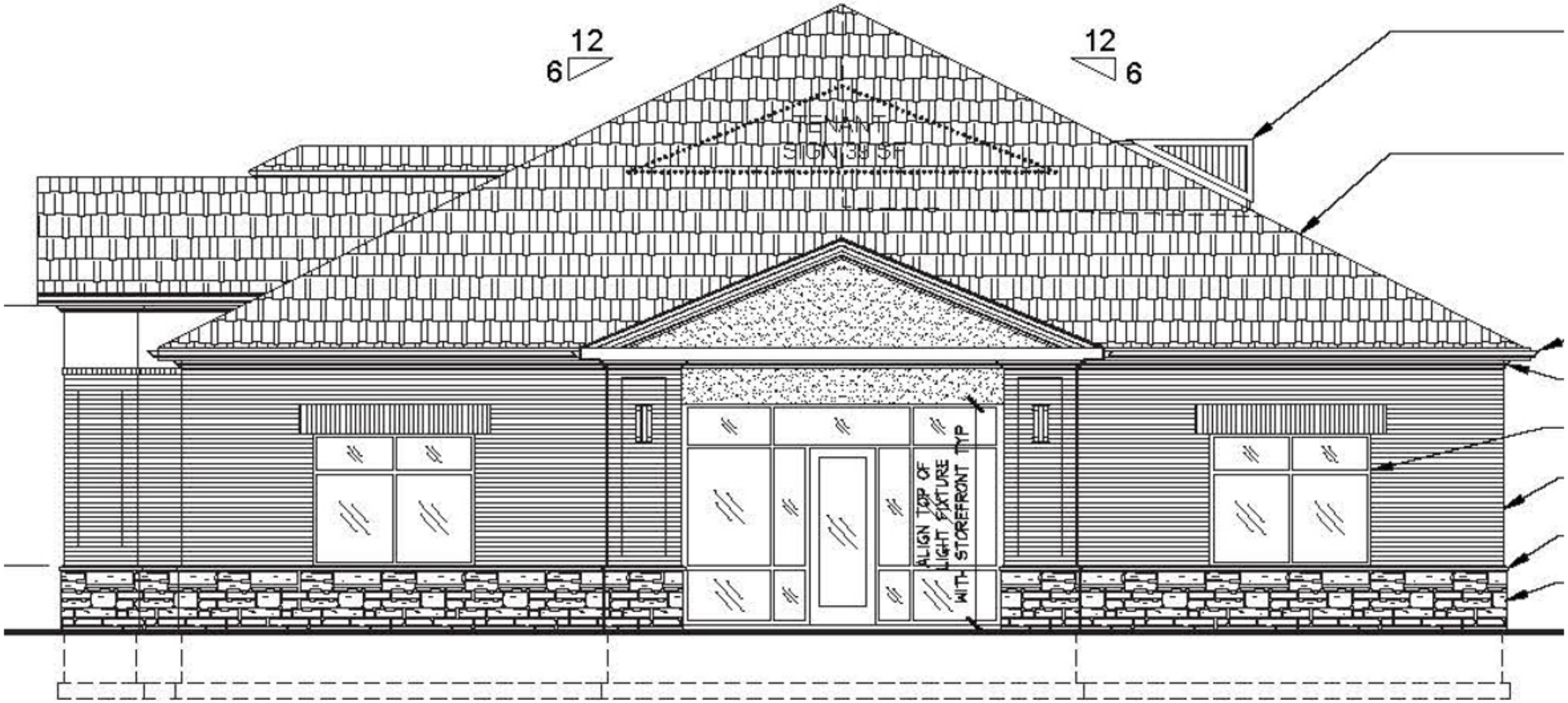


Zoom In



SOUTH ELEVATION

SCALE: 3/32"=1'-0"



C
A200

EAST & WEST ELEVATION

SCALE: 3/32" = 1'-0"

Staff Recommendation

Staff is recommending that Planning and Zoning Commission recommend approval of the proposed rezoning of 1.279-acre parcel from GC (General Commercial) to PCD (Planned Commercial District) with the development text adopted by Ordinance 112-96.

CITY OF CANAL WINCHESTER, OHIO

ORDINANCE NO. 20-022

AUTHORIZING THE ISSUANCE OF NOT TO EXCEED NINE HUNDRED FIFTY THOUSAND DOLLARS ($950,000) OF NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF ACQUIRING APPROXIMATELY 110.244 ACRES OF LAND AND INTERESTS IN LAND AT THE CORNER OF BIXBY AND RAGER ROADS AND ALL NECESSARY APPURTENANCES AND IMPROVEMENTS THERETO; AND REIMBURSING THE CITY FOR ANY MONEYS ADVANCED FOR SUCH PURPOSES; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council (the "Council") of the City of Canal Winchester, Ohio (the "City") has determined that under Article VIII, Section 2q of the Ohio Constitution, it is a proper public purpose for the City to (i) create and preserve jobs and enhance employment opportunities; (ii) conserve and preserve natural areas, open spaces, including by acquiring land or interests therein; (iii) provide for and enable environmentally safe and productive development and use or reuse of publicly and privately owned lands, including those within urban areas, by the remediation or clean up, or planning and assessment for remediation or clean up, of contamination, or addressing, by clearance, land acquisition or assembly, infrastructure, or otherwise, that or other property conditions or circumstances that may be deleterious to the environmentally sound or economic use or reuse of the property.

WHEREAS, the City Council (the "Council") of the City of Canal Winchester, Ohio (the "City") issued notes dated June 19, 2019 in the amount of $950,000 (the "Outstanding Notes") in anticipation of the issuance of the bonds described herein, which Outstanding Notes will mature on June 18, 2020; and

WHEREAS, it is advisable in lieu of issuing bonds at this time to issue new notes in anticipation of the issuance of said bonds and to retire the Outstanding Notes; and

WHEREAS, the Fiscal Officer (the "Fiscal Officer") of the City has certified to this Council that the estimated life of the Project to be financed with the proceeds of bonds and notes hereinafter referred to exceeds 5 years, the maximum maturity of bonds being thirty (30) years and notes being nineteen (19) years;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO, THAT:

Section 1. It is hereby declared necessary to issue bonds (the "Bonds") of the City in the maximum principal sum of not to exceed Nine Hundred Fifty Thousand Dollars ($950,000), for the purpose described in the title of this Ordinance.

Section 2. The Bonds shall be dated prior to the maturity date of the Notes (as defined in Section 4 hereof), shall bear interest at the maximum average annual interest rate presently estimated to be five (5.50%) per annum, payable semiannually until the principal sum is paid or provision for payment has been duly made therefor. The Bonds shall mature in thirty (30) annual installments. Debt service payments on the Bonds in years in which principal of the Bonds is payable shall be substantially equal.

Section 3. It is necessary to issue, and this Council hereby determines that there shall be issued, notes in anticipation of the issuance of the Bonds pursuant to Chapter 133 of the Ohio Revised Code (the "Revised Code"), the Charter of the City, this Ordinance and the certificate of fiscal officer relating to the terms of notes (the "Certificate of Fiscal Officer") and for the purposes set forth in the title of this Ordinance.

Section 4. Such anticipatory notes (the "Notes") shall be in the amount of not to exceed Nine Hundred Fifty Thousand Dollars ($950,000), or such lesser amount as shall be determined by the Finance Director and certified to this Council, which sum does not exceed the amount of the Bonds. The Notes shall be dated the date established by the Finance Director and shall mature on such date as shall be determined by the Finance Director and certified to this Council, provided that such date shall not be later than one (1) year after the date of issuance of the Notes and subject to redemption as shall be determined by the Finance Director and certified to this Council. The Notes shall be issued as fully registered notes in book-entry form in denominations of $100,000 or any integral multiple of $5,000 in excess thereof. Coupons shall not be attached to the Notes. The Notes shall be sold in a transaction exempt from the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission.

The Finance Director is hereby authorized and directed to execute a Certificate of Fiscal Officer Relating to Terms of the Notes setting forth and determining such final terms and other matters pertaining to the Notes, as required by and is consistent with the terms of this Ordinance.

Section 5. The Notes shall be the full general obligation of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. The par value to be received from the sale of the Bonds and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity and are hereby pledged for such purpose.

Section 6. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the ten mill limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Notes are outstanding, in an amount not less than that which would have been levied if the Bonds had been issued without the prior issuance of the Notes, for the purpose of providing, and in an amount which is sufficient to provide, funds to pay interest upon the Notes as and when the same falls due and to provide a fund for the repayment of the principal of the Notes at maturity or upon redemption. The

Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

Section 7. The Debt Service Levy shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the premium, if any, and interest on and principal of the Notes and Bonds when and as the same fall due. Notwithstanding the foregoing, if the City determines that funds will be available from other sources for the payment of the Notes and Bonds in any year, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the City shall appropriate such funds to the payment of the Notes and Bonds in accordance with law.

Section 8. The Notes shall bear interest, based on a 360-day year of twelve 30-day months, payable at maturity, at such rate per annum as shall be determined by the Finance Director and certified to this Council, provided that such rate shall not exceed five per centum (5.00%) per annum. The Notes shall be sold at private sale to Fifth Third Securities, Inc. or such purchaser or purchasers (collectively, the "Original Purchaser") as the Finance Director shall designate in the Certificate of Fiscal Officer at the purchase price set forth in the Certificate of Fiscal Officer, plus interest accrued to the date of delivery of the Bonds to the Original Purchaser.

The Finance Director is hereby authorized and directed to deliver the Notes, when executed, to the Original Purchaser upon payment of the purchase price set forth in the Certificate of Fiscal Officer and interest, if any, accrued to the date of delivery. The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the Treasury of the City and used for the purpose aforesaid and for no other purpose. Any accrued interest received from the sale of the Notes, if any, shall be transferred to the Bond Retirement Fund to be applied to the payment of the principal of and interest on the Notes, or other obligations of the City, as permitted by law. Any premium received from the sale of the Notes shall be deposited into such funds and used for the purpose of said funds as shall be specified in the Certificate of Fiscal Officer.

The Finance Director is hereby authorized to execute on behalf of the City a note purchase agreement (the "Note Purchase Agreement"), if required, with the Original Purchaser, setting forth the conditions under which the Notes are to be sold and delivered. The terms of such Note Purchase Agreement, if any, shall be consistent with the terms of this Ordinance.

Section 9. The Notes shall be executed by the Finance Director and the Mayor, provided that either or both of such signatures may be a facsimile, and shall be designated "City of Canal Winchester, Ohio Taxable General Obligation Land Acquisition Notes, Series 2020," or as otherwise determined by the Finance Director. The Notes shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this Ordinance.

The principal of and interest on the Notes shall be payable in lawful money of the United States of America without deduction for the services of the Note Registrar (as defined in Section 10 hereof). The principal of and interest on the Notes shall be payable upon presentation and surrender of the Notes at their maturity at the office of the Note Registrar. No Note shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Ordinance unless and until a certificate of authentication, as printed on the Note, is signed by the Note Registrar as authenticating agent. Authentication by the Note Registrar shall be conclusive evidence that the Note so authenticated has been duly issued and delivered under this Ordinance and is entitled to the security and benefit of this Ordinance. The certificate of authentication may be signed by any officer or officers of the Note Registrar or by such

other person acting as an agent of the Note Registrar as shall be approved by the Finance Director on behalf of the City. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Notes.

Section 10. The Finance Director is hereby authorized and directed to serve as authenticating agent, note registrar, transfer agent, and paying agent (collectively, the "Note Registrar") or to execute on behalf of the City a note registrar agreement (the "Note Registrar Agreement") with such bank or other appropriate financial institution as shall be acceptable to the Finance Director and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as Note Registrar for the Notes. The terms of such Note Registrar Agreement, if any, shall be consistent with the terms of this Ordinance. If at any time the Note Registrar shall be unable or unwilling to serve as such, or the Finance Director in such officer's discretion shall determine that it would be in the best interest of the City for such functions to be performed by another party, the Finance Director may, and is hereby authorized and directed to, enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Note Registrar hereunder. Each such successor Note Registrar shall promptly advise all noteholders of the change in identity and new address of the Note Registrar. So long as any of the Notes remain outstanding, the City shall cause to be maintained and kept by the Note Registrar, at the office of the Note Registrar, all books and records necessary for the registration, exchange and transfer of Notes as provided in this section (the "Note Register"). Subject to the provisions of this Ordinance, the person in whose name any Note shall be registered on the Note Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Note shall be made only to or upon the order of that person. Neither the City nor the Note Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Notes, including the interest thereon, to the extent of the amount or amounts so paid.

Any Notes, upon presentation and surrender at the office of the Note Registrar, together with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar, may be exchanged for Notes of the same form and of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

A Note may be transferred only on the Note Register upon presentation and surrender thereof at the office of the Note Registrar, together with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar. Upon that transfer, the Note Registrar shall complete, authenticate and deliver a new Note or Notes of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

The City and the Note Registrar shall not be required to transfer or exchange (i) any Note during a period beginning at the opening of business fifteen (15) days before the day of mailing of a notice of redemption of Notes, and ending at the close of business on the day of such mailing, or (ii) any Notes selected for redemption, in whole or in part, following the date of such mailing.

Section 11. In all cases in which Notes are exchanged or transferred hereunder, the City shall cause to be executed, and the Note Registrar shall authenticate and deliver, the Notes in accordance with the provisions of this Ordinance. The exchange or transfer shall be without charge to the owner; except that the Council and Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The Council or the Note Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Notes. All Notes issued upon any transfer or exchange shall be the valid obligations of the City, evidencing

the same debt, and entitled to the same benefits under this Ordinance, as the Notes surrendered upon that transfer or exchange.

Section 12. For purposes of this Ordinance, the following terms shall have the following meanings:

"Book-entry form" or "book-entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry and (ii) physical Notes in fully registered form are issued only to the Depository or its nominee as registered owner, with the Notes "immobilized" to the custody of the Depository, and the book entry is the record that identifies the owners of beneficial interests in those Notes.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book-entry system to record beneficial ownership of Notes, and to effect transfers of Notes, in book-entry form, and includes The Depository Trust Company (a limited purpose trust company), New York, New York.

All or any portion of the Notes may be initially issued to a Depository for use in a book-entry system, and the provisions of this section shall apply, notwithstanding any other provision of this Ordinance: (i) there shall be a single Note of each maturity; (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book-entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book-entry form shall be shown by book entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book entry; and (v) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by this Council. Payment of principal of and interest on Notes in book-entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of Notes as provided in this Ordinance.

The Note Registrar may, with the approval of this Council, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal of and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided above in this Ordinance, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Note Registrar and this Council. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Note Registrar shall furnish a copy of each of those agreements, certified to be correct by the Note Registrar, to other paying agents for Notes and to the City. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Ordinance.

The Mayor, Finance Director, Clerk of Council, and any other officer of this Council, are each authorized to execute, acknowledge and deliver, if necessary, in the name of and on behalf of the City, the letter agreement among the City, the Note Registrar and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Notes to the Depository for use in a book-entry system.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book-entry system, the City and the Note Registrar may attempt to establish a securities depository/book-entry relationship with another qualified Depository under this Ordinance. If the City and the Note Registrar do

not or are unable to do so, the City and the Note Registrar, after the Note Registrar has made provision for notification of the beneficial owners by the then-acting Depository, shall permit withdrawal of the Notes from the then-acting Depository, and authenticate and deliver note certificates in fully registered form to the successor, assign or nominee of the then-acting Depository, all at the cost and expense (including costs of printing definitive Notes), if the event is not the result of action or inaction by the City or the Note Registrar, of those persons requesting such issuance.

Section 13. The law firm of Frost Brown Todd LLC is hereby appointed to serve as bond counsel to the City in connection with the issuance of the Notes. The fees to be paid to such firm shall be subject to review and approval of the Finance Director and shall not exceed the fees customarily charged for such services.

Section 14. The Clerk of Council and any other officers of the Council are each hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Notes and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Notes and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including without limitation a general certificate of the Clerk of Council and a no-litigation certificate of the Mayor and the Finance Director, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein.

Section 15. The Clerk of Council is hereby directed to forward a certified copy of this Ordinance to the County Auditors of Franklin and Fairfield Counties, Ohio.

Section 16. It is hereby found and determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Notes in order to make them legal, valid and binding obligations of the City have happened, been done and been performed in regular and due form as required by law; that the full faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal thereof and interest thereon at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Notes.

Section 17. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Revised Code Section 121.22.

Section 18. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the City and its inhabitants for the reason that the City may wish to enter into and consummate a purchase contract for the purchase of the land, and it may be in the best interests of the City to make immediate provision therefor; wherefore, in accordance with Sections 4.07 and 5.05 of the Charter of the City, this Ordinance shall take effect and be in force from and immediately after its passage and approval by the Mayor, or ten (10) days after passage if the Mayor neither approves or vetoes this Ordinance.

[Signature Page to Follow]

1st Reading: _____, 2020
2nd Reading: _____, 2020
3rd Reading: _____, 2020

Adopted: _____ , 2020

Effective: _____, 2020

Approved:

_____
Mayor

Approved as to Form:

_____
Law Director

Signed:

_____
President of Council

Signed:

_____
Clerk of Council

CERTIFICATE

The undersigned Clerk of Council hereby certifies that the foregoing is a true copy of Ordinance No. _____ duly adopted by the Council of the City of Canal Winchester, Ohio on _____ ___, 2020 and that a true copy thereof was certified to the County Auditors of Franklin and Fairfield Counties, Ohio.

_____
Clerk of Council
City of Canal Winchester, Ohio

RECEIPT OF COUNTY AUDITOR FOR
LEGISLATION PROVIDING
FOR THE ISSUANCE OF
GENERAL OBLIGATION NOTES

I, Michael Stinziano, the duly elected, qualified, and acting County Auditor in and for Franklin County, Ohio hereby certify that a certified copy of Ordinance No. 20-____ duly adopted by the Council of the City of Canal Winchester, Ohio on _____ __, 2020 providing for the issuance of general obligation notes designated City of Canal Winchester, Ohio Taxable General Obligation Land Acquisition Notes, Series 2020, in the amount of not to exceed $950,000 was filed in this office on _____ __, 2020.

WITNESS my hand and official seal at Columbus, Ohio this ___ day of _____, 2020.

_____
County Auditor
Franklin County, Ohio

[SEAL]

RECEIPT OF COUNTY AUDITOR FOR
LEGISLATION PROVIDING
FOR THE ISSUANCE OF
GENERAL OBLIGATION NOTES

I, Jon A. Slater, Jr., the duly elected, qualified, and acting County Auditor in and for Fairfield County, Ohio hereby certify that a certified copy of Ordinance No. 20-____ duly adopted by the Council of the City of Canal Winchester, Ohio on _____, 2020 providing for the issuance of general obligation notes designated City of Canal Winchester, Ohio Taxable General Obligation Land Acquisition Notes, Series 2020, in the amount of not to exceed $950,000 was filed in this office on _____ ___, 2020.

WITNESS my hand and official seal at Lancaster, Ohio this ___ day of_____, 2020.

_____
County Auditor
Fairfield County, Ohio

[SEAL]

ORDINANCE NO. 20-023

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH AMERICAN BORING, INC. FOR THE CONSTRUCTION OF THE BIXBY RD. WATERLINE AND SANITARY UTILITY EXTENSION PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, it is the recommendation of the Municipal Engineer and the Construction Services Administrator to award the contract for the Bixby Rd. Waterline and Sanitary Utility Extension Project to American Boring, Inc.; and

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with American Boring, Inc. for the Bixby Rd. Waterline and Sanitary Utility Extension Project;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor be and hereby is, authorized to enter into a contract on behalf of the City of Canal Winchester with American Boring, Inc. in the amount of $1,178,846.59 for the Bixby Rd. Waterline and Sanitary Utility Extension Project.

Section 2. That this ordinance is hereby declared to be an emergency measure, necessary for the preservation of public health, safety, and welfare, such an emergency arising from the need to meet a specific construction schedule; wherefore this ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

_____
PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

_____
MAYOR

DATE APPROVED_____

APPROVED AS TO FORM:

_____
LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

_____
Clerk of Council

Bird+Bull Engineers & Surveyors

April 30, 2020

William E. Sims
Construction Services Administrator
City of Canal Winchester
36 S. High St.
Canal Winchester, OH 43110

Re: Bixby Road Waterline & Sanitary Utility Extension Project
Job No. 18-105

Dear Mr. Sims:

Bids were received for the above referenced *Bixby Road Waterline & Sanitary Utility Extension Project* ("Project") on March 19, 2020 at the City offices. A copy of the bid tabulation is enclosed. The lowest responsible bidder for the Project is American Boring, Inc. Their documentation is complete. References were checked with several of the companies from the submitted qualifications and all provided positive references for American Boring, Inc. A pre-award phone conference was had between American Boring, Inc, The City of Canal Winchester and Bird + Bull, Inc. on April 13, 2020. Based on the information provided, the scope of the work, and phone discussion, American Boring, Inc. has the ability, the resources, and the experience to properly complete the Project in accordance with the Contract Documents but it is recommended that American Boring, Inc. have a licensed electrician available for oversight and troubleshooting, as necessary.
Bird+Bull, Inc. is recommending that the City of Canal Winchester award the Contract to American Boring, Inc.

Bids were received for a base bid on this Project. The BASE BID for this Project is **$1,178,846.59**. We would recommend you award the Base Bid on this Project for **$1,178,846.59.** The Engineer's Estimate (Base Bid) for this Project was $1,300,000.00.

I trust that this information is sufficient for your needs. If you should have any questions, please contact me at your convenience.

Respectfully,

Bird+Bull, Inc.

Mike Crane, P.E.
Project Engineer

Enclosure (1): Bid Tabulation

BIRD+BULL, INC.
3500 Snouffer Road, Suite 225
Columbus, OH 43235-2857
Phone: 614-761-1661
Fax: 614-761-1328
www.birdbull.com

ORDINANCE NO. 20-024

AN ORDINANCE AUTHORIZING EXECUTION OF THE 45 E. WATERLOO ST. MUNICIPAL COMPLEX RENOVATION PRELIMINARY SERVICES AGREEMENT WITH LEHMAN DAMAN CONSTRUCTION SERVICES, INC. AND DECLARING AN EMERGENCY

WHEREAS, the City of Canal Winchester, Ohio (the "City") is undertaking a construction project to redesign and renovate an existing structure at 45 E. Waterloo St. for the purpose of a new Municipal Complex (the "Project"); and

WHEREAS, Council previously determined that it is in the best interest of the City to procure the necessary services for the Project by using the design-build method of construction project delivery and pursuant to the City's Amended Charter and the City's Codified Ordinances, Council waived the competitive bidding requirement with respect to the contract for the Project and developed its own design-build process as permitted under its Charter and Ordinances; and

WHEREAS, in accordance with the design-build process, Council solicited competitive proposals and after evaluating such proposals, the Council has determined that the Lehman Daman Construction Services, Inc. proposal best serves the interests of the City; and

WHEREAS, the Council wishes to authorize the Mayor and/or his designee to execute a Preliminary Services Agreement for the project with Lehman Daman Construction Services, Inc. in the amount of $91,000.00.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO AS FOLLOWS:

Section 1.
The Council authorizes the Mayor to execute a Preliminary Services Agreement for the Project, in a form acceptable to the Law Director, with the Lehman Daman Construction Services, Inc. in an amount of $91,000.00

Section 2.
Council authorizes the work to proceed immediately upon execution of such agreement.

Section 3.
This ordinance is hereby declared an emergency measure, necessary for the preservation of public health, safety, and welfare, such emergency arising from the need to maintain a specific project schedule; WHEREFORE, this Ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

_____
PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

_____
MAYOR

DATE APPROVED_____

APPROVED AS TO FORM:

_____
LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

_____
Clerk of Council

ORDINANCE NO. 20-025

AN ORDINANCE TO AMEND THE 2020 APPROPRIATION ORDINANCE #19-069, AMENDMENT #2

WHEREAS, the City Council desires to proceed with activities of the City which require changes in the appropriations to accommodate those activities;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the 2020 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the General Fund $984,342.00 to following line items.

Department	Function	Amount
Administration	Operating Expenses	$ 984,342.00

Section 2. That this ordinance take effect and be in force from and after the earliest period allowed by law.

DATE PASSED_____

_____
PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

_____
MAYOR

DATE APPROVED_____

APPROVED AS TO FORM:

_____
LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

_____
Clerk of Council

To: Members of City Council

From: Amanda Jackson, Finance Director

Date: April 30, 2020

RE: Appropriation Amendment #2

MEMORANDUM

Appropriation Amendment #2 for the 2020 Appropriations serves to accomplish the following:

General Fund – Appropriate $984,342.00 from the unappropriated fund balance of $6,668,641.00 as follows:

- $984,342.00 to Administration – Operating Expenses. These funds will pay off the Bond Anticipation Notes issued in June 2019 for the purchase of approximately 110 acres of property on Bixby Road. We will not close on the sale of the property prior to the maturity date of the 2019 BANs and therefore, are presenting additional legislation to reissue the notes until which time the proceeds of the sale are received. If that legislation is approved by Council, we will issue $950,000 of new BANs, receive this amount in cash, and use that cash to pay the 2019 BANs. In our accounting system, I will post a receipt and expenditure both in the amount of $950,000 as well as an expenditure of $34,342 for interest on the 2019 BANs. The total cash outflow expenditure by the City at this time will only be the $34,342.

Mayor's Report

Michael Ebert, Mayor

City Departments:
All City departments work schedules remain on split week shifts.

City Buildings:
All city buildings are being sanitized daily at the end of the work shift.

City Employees attendance:
To date we have had no illnesses due to Covid-19. This in part is due to our sanitation practice and split week shifts.

Facility Rentals:
All City buildings and rentals remain blacked out at least through the month of May. We will re-evaluate rentals for the month of June on May 18th at which time we may have a better understanding of the Stay at home orders and social distancing orders.

Prescription Drug Take Back Day:
The next prescription Drug is scheduled for October 24th,2020.

Monthly Mayor's Court Report

Canal Winchester Mayor's Court
Cash Flow for February 2020

Report Date : 03/02/2020
Report Time : 08:21:06

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
Court Costs	$3,466.00	$4,996.00	$2,054.00
Additional Costs	$39.00	$39.00	$175.00
Fines			
Overpayment / Adjustment	$0.00	$0.00	$10.00
City Revenue From Fines	$9,200.00	$14,543.00	$5,941.00
Fees			
Fees	$180.00	$392.00	$545.00
Bond Forfeits			
Bond Forfeits	$0.00	$0.00	$0.00
Miscellaneous/Other			
Bond Administration Fees	$0.00	$0.00	$0.00
Total to City:	**$12,885.00**	**$19,970.00**	**$8,725.00**
State Revenue From:			
Court Costs			
Court Costs	$3,786.00	$5,531.60	$2,189.50
Fines			
Fines	$60.00	$90.00	$0.00
Fees			
Fees	$0.00	$0.00	$30.00
Total to State:	**$3,846.00**	**$5,621.60**	**$2,219.50**
Other Revenue From:			
Court Costs			
Court Costs	$129.00	$173.40	$61.50
Restitution			
Restitution	$0.00	$40.00	$320.00
Total to Other:	**$129.00**	**$213.40**	**$381.50**
TOTAL REVENUE *	**$16,860.00**	**$25,805.00**	**$11,326.00**
*Includes credit card receipts of	$4,676.00	$6,392.00	$2,713.00

END OF REPORT

Ticket Summary

Canal Winchester Mayor's Court
All tickets issued from 02/01/2020 through 02/29/2020

Report Date : 03/02/2020
Report Time : 08:23:44

Ordinance	Description	# Offenses
313.010	TRAFFIC CONTROL DEVICES	1
331.120	U TURNS RESTRICTED	2
331.160	RIGHT OF WAY AT INTERSECTIONS	1
331.340	FTC/FULL TIME ATT./WEAVING	4
333.030	SPEED	40
333.030A	ACDA	3
335.010	OL REQUIRED,RESTRICTION VIOL	2
335.010A	DRIVERS LICENSE REQUIRED (EXPIRED LESS THAN 6	1
335.010A1	EXPIRED DRIVERS LICENSE	1
335.060	DISPLAY OF DRIVER'S LICENSE	1
335.070	DUS/REVOCATION/RESTRICTIONS	4
335.072	DRIVING UNDER FRA SUSPENSION	2
335.073	DRIVING WITHOUT COMPLYING WITH LICENSE	1
335.074	DRVNG UNDER L/F OR CHILD SUPPORT SUSPENSION	2
335.090	DISPLAY OF LICENSE PLATES	5
335.100	EXPIRED TAGS OR UNLAWFUL PLATES	21
335.110	TRANSFER OF OWNER/REGISTRATION	1
337.120	COWL,FENDER,AND BACK-UP LIGHTS	1
337.260	CHILD RESTRAINT	1
337.270	SAFETY BELT REQUIRED DRIVER	2
337.280	TINTED WINDOWS	1
339.080	UNSECURE LOAD	1
351.030	PROHIBITED STANDING OR PARKING	1
351.160	PROHIBITED PARKING; FIRE LANE	4
509.030	DISORDERLY CONDUCT	1
513.030	DRUG ABUSE, CONTROLLED SUBSTANCE POSSESSION	1
513.030A	POSSESSION OF MARIJUANA 513.03 C2A	2
513.040	POSSESS DRUG ABUSE INSTRUMENTS	1
513.120	DRUG PARAPHERNALIA	6
525.020	FALSIFICATION	2
525.070	OBSTRUCTING OFFICIAL BUSINESS	1
529.070	OPEN CONTAINER PROHIBITED	2
545.050	THEFT	8
	Total Offenses for Time Period	127
	Total Tickets for Time Period	110

END OF REPORT

Monthly Mayor's Court Report

Canal Winchester Mayor's Court
Cash Flow for April 2020

Report Date : 05/01/2020
Report Time : 07:55:23

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
Court Costs	$795.00	$8,226.00	$5,049.00
Additional Costs	$0.00	$44.00	$291.00
Fines			
Overpayment / Adjustment	$0.00	$0.00	$10.00
City Revenue From Fines	$3,101.00	$24,891.00	$15,535.55
Fees			
Fees	$30.00	$860.00	$1,020.00
Bond Forfeits			
Bond Forfeits	$0.00	$0.00	$420.00
Miscellaneous/Other			
Bond Administration Fees	$0.00	$0.00	$0.00
Total to City:	**$3,926.00**	**$34,021.00**	**$22,325.55**
State Revenue From:			
Court Costs			
Court Costs	$796.00	$8,835.60	$5,341.50
Fines			
Fines	$0.00	$120.00	$0.00
Fees			
Fees	$0.00	$30.00	$60.00
Total to State:	**$796.00**	**$8,985.60**	**$5,401.50**
Other Revenue From:			
Court Costs			
Court Costs	$30.00	$278.40	$154.50
Restitution			
Restitution	$0.00	$40.00	$322.50
Total to Other:	**$30.00**	**$318.40**	**$477.00**
TOTAL REVENUE *	**$4,752.00**	**$43,325.00**	**$28,204.05**
*Includes credit card receipts of	$157.00	$10,070.00	$6,654.00

END OF REPORT

Ticket Summary

Canal Winchester Mayor's Court
All tickets issued from 04/01/2020 through 04/30/2020

Report Date : 05/01/2020
Report Time : 07:56:51

Ordinance	Description	# Offenses
331.090	FOLLOWING TOO CLOSELY	1
333.030	SPEED	8
333.030A	ACDA	2
335.070	DUS/REVOCATION/RESTRICTIONS	7
335.073	DRIVING WITHOUT COMPLYING WITH LICENSE	1
335.090	DISPLAY OF LICENSE PLATES	2
335.100	EXPIRED TAGS OR UNLAWFUL PLATES	7
337.270	SAFETY BELT REQUIRED DRIVER	1
339.080	UNSECURE LOAD	1
351.160	PROHIBITED PARKING; FIRE LANE	1
509.030	DISORDERLY CONDUCT	1
513.030A	POSSESSION OF MARIJUANA 513.03 C2A	3
513.040	POSSESS DRUG ABUSE INSTRUMENTS	1
513.120	DRUG PARAPHERNALIA	2
525.070	OBSTRUCTING OFFICIAL BUSINESS	2
525.090	RESISTING ARREST	1
533.070	PUBLIC INDECENCY	2
537.070	ENDANGERING CHILDREN	1
541.050	CRIMINAL TRESPASS	2
545.050	THEFT	21
545.190	POSSESSION OF CRIMINAL TOOLS	1
	Total Offenses for Time Period	68
	Total Tickets for Time Period	57

END OF REPORT

March 2020 Average Busy Time 68.6%

Patrol Bureau Shift Daily Summary

Lt. M. Churchill - Patrol Bureau Commander

Canal Winchester Monthly Statisical Summary

Day of Month	# Dispatched Calls	# Pick-up Runs	# Multiple Unit Calls	# Reports	# Addendums	# F.I. Cards	# Civil Paper Attempts	# Civil Papers Served	# Bldg Checks	# Vacation Checks	# Traffic Stops	# Citations	# Warnings	# Felony Arrests	# Misd Arrests	# Warrant Arrests	# OVI Arrests	# Probate (Pink Slip)	# Charge Packets	# Summons In Lieu	# Misd Charges Filed	# Fel. Charges Filed	Total Down Time	Total No. of Staff
1	14	9	15	3	0	0	0	0	93	30	5	2	4	0	0	0	0	0	0	0	0	0	2,094	6.00
2	22	14	17	3	3	0	0	0	107	38	6	0	8	0	0	0	0	0	0	2	7	1	2,534	7.00
3	11	12	12	6	1	0	0	0	106	34	5	2	4	0	3	1	0	0	0	2	7	2	3,046	8.00
4	20	11	11	7	0	0	0	0	18	18	7	3	7	0	2	0	0	0	1	0	2	0	2,681	8.00
5	19	9	11	4	1	0	0	0	76	24	9	6	10	0	0	1	0	0	0	0	0	0	2,456	7.00
6	17	15	14	2	0	0	1	0	92	37	13	3	12	0	0	0	0	0	0	0	0	0	2,408	8.00
7	23	33	16	3	0	0	0	0	82	23	18	5	15	0	2	0	0	0	0	0	2	0	2,288	7.00
8	9	18	16	2	0	0	0	0	104	31	10	0	11	0	1	1	0	0	0	1	0	0	1,950	6.00
9	14	6	8	2	0	0	0	0	54	32	6	0	7	0	1	0	0	0	0	0	40	0	2,225	6.00
10	10	12	7	0	1	0	0	0	73	36	9	2	9	0	0	3	0	0	0	0	0	0	2,147	7.00
11	12	19	13	4	0	0	0	0	95	16	2	1	2	0	1	0	0	0	0	2	2	0	2,640	7.00
12	12	12	10	2	1	0	0	0	36	13	10	5	10	0	0	0	0	0	1	0	0	0	1,767	7.00
13	4	10	4	4	0	0	0	0	92	21	15	6	9	0	0	0	0	0	0	2	0	0	2,279	7.00
14	14	10	15	6	3	1	0	0	18	12	6	3	4	0	0	0	0	1	0	4	4	0	2,126	6.00
15	9	7	10	2	5	0	0	0	11	14	4	0	3	0	0	1	0	0	1	4	3	0	2,063	6.00
16	10	5	10	3	0	0	0	0	83	21	13	9	11	0	4	1	0	0	0	0	6	0	2,489	7.00
17	10	7	8	3	1	0	0	0	35	18	11	4	7	0	0	0	0	0	0	0	2	0	2,302	6.50
18	10	11	4	5	3	0	0	0	41	13	6	0	8	0	1	0	0	0	0	0	12	0	2,591	7.00
19	16	12	9	1	2	0	0	0	77	19	4	1	4	0	0	0	0	0	0	0	5	0	2,568	7.00
20	25	8	20	3	0	0	0	0	78	17	1	2	0	0	0	1	0	0	0	0	0	0	2,548	8.00
21	11	10	14	1	0	0	0	0	123	15	4	3	3	0	0	0	0	0	0	0	0	0	2,205	7.00
22	16	10	19	3	0	0	0	0	67	8	5	0	5	0	0	0	0	2	2	0	0	0	2,326	6.00
23	19	7	17	1	0	3	0	0	184	20	8	3	8	1	1	0	0	0	0	2	1	0	2,505	7.00
24	9	9	7	1	0	0	0	0	123	19	5	1	6	0	0	0	0	0	0	0	0	0	2,420	8.00
25	8	12	11	2	1	0	0	0	201	11	8	3	4	0	0	0	0	0	0	0	0	0	2,465	8.00
26	16	11	13	3	1	0	0	0	187	7	2	2	2	0	2	2	0	0	0	0	6	0	2,780	7.00
27	9	11	12	2	2	0	0	0	188	15	7	1	6	0	0	0	0	0	0	2	2	0	2,589	7.00
28	10	10	11	4	0	0	0	0	90	10	8	5	5	0	0	0	0	1	0	0	2	0	1,970	8.00
29	13	5	11	3	0	0	0	0	49	10	0	0	0	0	0	0	0	0	0	2	0	0	1,835	6.00
30	8	4	3	3	0	0	0	0	145	18	4	0	4	0	0	0	0	0	0	0	0	0	1,880	6.00
31	0	1	0	0	0	0	0	0	80	3	0	0	0	0	0	0	0	0	0	0	0	0	436	8.00
																								Avg.
Total	400	330	348	88	25	4	1	0	2,808	603	211	72	188	1	18	11	0	4	5	23	103	3	70,613	6.98

Average Busy Time = 68.6%

COUNCIL UPDATE

April 30, 2020

Finance Department

Amanda Jackson, Finance Director

Legislation:

Appropriation Amendment #2 – There is a memo explanation included with the ordinance. I am not asking for a waiver of readings at this time.

Project Status:

Dr. Bender Scholarship Application Deadline Extension – Reminder that the deadline for scholarship is May 15th. Please encourage anyone you know that is eligible to apply. The application can be found on our website.

COVID-19 Financial Impact – On April 24th I forwarded a memo to Council regarding the financial impact of COVID-19 on the City of Canal Winchester. That document has been included in your packet. I will provide a verbal update at the meeting.

To: Members of City Council

From: Amanda Jackson, Finance Director

Date: April 24, 2020

RE: Financial Impact of COVID-19

MEMORANDUM

Since we did not have the opportunity to discuss at a meeting this week, I wanted to provide you with an update on the financial impact that COVID-19 and the stay home order has had on Canal Winchester. For purposes of this memo, I am going to concentrate on the most directly impacted funds and revenue sources.

General Fund – income taxes, property taxes, development fees, hotel/motel taxes, pool revenue

- The three categories of income tax collections are withholdings, net profits, and individual payments. Net profits and individual payments are generally made the following calendar year (ie. 2019 taxes are paid in 2020). Withholdings are remitted on a bi-weekly, monthly, or quarterly basis, depending on the amount due. This is where we will see the biggest impact in 2020 as a result of the closures and stay home order. In 2021, we will feel the impact of the net profit and individual tax payments.

  Overall, income tax revenue is up 13% from this time last year. April revenue to date, which will be received in May, is down 19% from April 2019. This is attributable to 2019 individual and net profit payments, the direct result of the change in filing and payment due date. Because of the timing of when withholding payments are due, we do not have much information on the affect the closures have had just yet. We do know that out of our top 10 year-to-date taxpayers, 5 have been somehow affected by the closures and stay home order. Of those companies, 3 have filed their withholdings through March 31st with the other two having filed through April 15th and April 30th. The two that have filed into April have not shown any significant increase or decrease when compared to their 2019 withholding payments covering the same time period. As we move into May, more information on the affected taxpayers will become available and we will share then.

  The Regional Income Tax Agency (RITA) has prepared for its municipalities estimates of lost and delayed revenue as a result of the closures. For the time being, these are the estimates we are using to adjust revenue projections for 2020. These will be amended as more concrete information is available to us. For Canal Winchester, RITA is estimated a loss of $650,000 in income taxes and a delay in the receipt of $850,000. The lost revenue amount equates to approximately 9% of estimated revenue and is consistent with the projections of other Central Ohio communities.

- Property taxes are paid by homeowners in arrears (tax year 2019 is paid in calendar year 2020) and paid to the city from the county auditor twice each year. The first half settlement was received in March, prior to the stay home order going into effect. Collections are up 3% from 2019. Second half settlements are usually received in August. However, the Franklin County Auditor and Treasurer have applied to the State asking for the payment due date to

be extended from June 22nd to August 5th. To my knowledge this has not yet been granted, but would delay our receipt of the majority of our property tax revenue until probably September or October. Original estimates from the county for total property tax revenue to be collected in 2020 was $479,000 which would equate to $231,000 outstanding. I do not have an estimate of how much revenue may not be collected due to nonpayment by homeowners as a result of loss of income due to COVID-19. However, due to the nature of property taxes and the legal remedies available to ensure collection of amounts due, any unpaid taxes will be collected at some point in the future, most likely in 2021 or after.

- Development fees are based on construction and building/zoning permits. As was stated at the last council meeting, construction has not been impacted by the stay home order. Our revenue from development and building permits has remained higher than anticipated to date. We do believe we will see a slow down soon as the availability of residential lots in certain subdivisions decreases and the financial effects of the stay home order start to halt those looking to build new. Unfortunately, this is difficult to put a dollar amount on but is something we will continue to monitor.

- Hotel/motel taxes are paid one month after collection (ie. January taxes are due in February). Revenue to date is down over 50% but is directly related to a delay in the payment of February and March taxes as agreed upon with the hotels. We will see a decrease in the revenue overall for the year due to the significant decrease in travel and the need for hotel rooms. But because we don't rely heavily on this revenue source to fund our operations, we will be able to withstand slower collections without it having a great negative affect on our overall fund balance.

- Pool revenue is something that will remain a question mark for the near future. Revenue in 2019 was $170,000 with expenses coming in at just over $200,000. We have already expended funds per our contract with Columbus Pool Management ($36,800) but future payments will be dependent on when or if the pool is opened this summer. The decision on this has not yet been made.

Street Maintenance and State Highway Funds – vehicle license taxes, gasoline taxes

There is a one-month delay in the receipt of these funds. With the closure of the BMVs and the decrease in those commuting and traveling, we expect to see a decrease in these funds in the near future. The amount of that decrease is difficult to quantify at this point. Year to date license taxes are > 1% below 2019 while gasoline taxes are up significantly at 63%. The fund balances of both funds are healthy and any decrease in revenue will likely have very little effect on that status.

Bed Tax Fund – hotel/motel taxes

See the General Fund explanation. Revenue loss in this fund may directly impact how much will be available for future Bed Tax Grants and will impact the amount of funding provided to Destination: Canal Winchester. The balance of this fund is sufficient to allow the Bed Tax Grant program to continue without taking a large hit, assuming Council does not desire to use these funds for other purposes in the next year or two.

Water, Sewer, Storm Water Funds – utility bills

The most recent billing cycle was for usage in January and February with payment due in April. To date, our collections are lower than they were this time last year. Billed usage is also slightly lower in 2020. At this point in the payment cycle, we are seeing numbers of outstanding payments that are very similar to a normal cycle. We did anticipate a decrease in sewer revenue this year due to the correction of a billing and payment error with the Village of Lithopolis. This, combined with the outstanding sewer payments from Lithopolis and BrewDog for the current cycle, make up the majority of the difference in sewer revenue between 2019 and 2020, to date. We do not believe that the decrease in water revenue is concerning yet. The next billing cycle will cover March and April and will encompass the entirety of the closures to date. Our top customers list includes many of the affected businesses in Canal Winchester which will result in a revenue decrease for us. A high-level look at the usage of the affected top customers shows decreases ranging from 17% to 60% over the last billing cycle. Included on that list is the schools which had the largest decrease due to their closure. However, the average water distributed into the system in April is extremely consistent with that of 2019. So while some information suggests that revenue projections in the utility funds will not be met for 2020, we do not anticipate a significant impact that would require something such as rate adjustments to recover from as we will continue to be very cognizant of our spending this year.

What does this all mean?

As we have said many times before, we are financially healthy in Canal Winchester. We consistently spend less than we budget and look for opportunities to maximize our dollars as best we can. These tactics have resulted in fund balances more than sufficient to withstand the loss or delay of revenue for a period of 12 to 18 months. For many years we have held off on the “wants” of our project list, concentrating on those that had a more pressing need to be completed. The year 2020 was presented as being the year we can start on the “wants” list including the start of McGill Park’s development. We still believe that we are in the right financial place to continuing moving forward with McGill Park, the renovation of the McDorman Building, and the utility extension project for Bixby Road. The pace at which we do so, however, may be slowed to allow for cash expenditures to be spread over a longer period of time. We are also still looking at issuing debt as a part of some of these projects which would delay some outward cash flow for a minimum of 12 months allowing us to hopefully experience at least a partial recovery from the closures and stay home order. All of these plans will be brought before Council as we continue on with discussing the appropriate approach to these projects.

COUNCIL UPDATE

April 30, 2020

Department of Public Service
Matthew C. Peoples, Director

Project Status:

Corona Virus Operations: We continue operations and are following Governor DeWine's guidelines and procedures for our employees and the public.

Solid Waste Contract: Based on the discussion at the April 6th Council meeting regarding the proposed Host Agreement we followed up with Waste Management to address some of the concerns that were raised; specifically, automated service, annual increases, and additional cart fees. Waste Management proposed modification to terms in the agreement but will only provide automated service.

The only other comments since the meeting was a request for comparative pricing. We do have some options including the SWACO consortium and a request for proposal (RFP) process. Due to time constraints with both options, legislative action may be required to allow sufficient time to gather and review. We will discuss as and agenda item at the May 4th Council Work Session.

Northpointe Utilities Extension: We are presenting legislation at the May 4th Council meetings to award the contract.

Municipal Complex: We are presenting legislation at the May 4th Council meetings to award the design portion of the contract.

Westchester Park: The contractor has completed the project with the exception of a few punch list items and the electrical installation. We are looking forward for the public to enjoy these new features once everything returns to normal.

WRF Generator Project: We are working with Bird & Bull on the funding documents with the hopes we can still get the project approved for funding under the State's current fiscal year.

Gender Rd. Phase V: OPWC has notified us that, due to the corona virus shutdowns, the agreements for the grant/loan are on hold until the state works out a Capital Bill. EMH&T has begun design work for the project and will reevaluate going to bid based on our OPWC agreement status.

2020 Pool Season: Pool opening preparations are currently ongoing; however, we are awaiting guidance from Governor Dewine on whether the pool will actually open as originally scheduled.

2020 Street CIP: Contractor is proceeding with project.

Gender Road Paving: ODOT is nearing completion on the project. There have been some intermittent traffic issues but has otherwise progressed smoothly.

McGill Park: OHM has started the design on both the McGill Phase I and Trail Connector projects and are expecting to be complete near the mid-summer. The grant for the Phase I project is still in limbo and we expect the State and Feds will have resolved soon.

Gender Rd. Phase VI: We are working with EMH&T on a design concept for a Gender Rd. Phase VI project that will include pedestrian connection across the Gender Rd. overpass as well as additional lanes for Gender Rd. Our plan would be to utilize ODOT Safety Funding as well OPWC funding. We have had project discussions with ODOT and they indicated they are in support.

Additionally, the ODOT discussions were regarding their future plans for US Rt. 33. They are working on studies for the area to address capacity and congestion issues and include additional lanes on 33 and the Bixby and Gender interchanges.

Gender Rd. Signal Synchronization Project: We completed the review of the synchronization plan and submitted back to ODOT. The timeframe for implementation is in flux due to the virue shutdown.

Storm Sewer Replacement: The project is complete and are scheduled for a final walkthrough next week.

Transportation Thoroughfare Plan: MORPC is working on their data collection and analysis portion of the process. EMH&T's portion will work off of the MORPC data and will continue through the spring. Timeline is extended due to most technical staff working remotely.

Trail Lighting: Bill Sims and I met with South Central Power to get quotes on installing pole lighting along the Groveport bike path from Hanners Park west to the end of the trail.

COUNCIL UPDATE

April 30, 2020

Division of Urban Forestry
Dick Miller, Urban Forester

Project Status:

Annual Flowers: Sidewalk planters are filled with potting mix and in place. We are hanging 30 baskets this spring and will have 10 baskets in reserve. There will be no potting day because of the virus.

Spring Street Tree Plantings: Plantings are complete.

Removals/Replacements: The following are pending street tree removals and will be scheduled for replacements in fall 2020/spring 2021:

- 93 Gender Road / 26" dia. Norway Spruce / needle cast disease
- 255 Pfeiffer Dr. on Sarwill Dr./ Dawn Redwood / excessive root removal
- 235 Winward Ct. / Common Hackberry / split trunk
- 270 Jones Place N. / 16" dia. Honeylocust / excessive root removal
- 37 South High St. / 13" dia. Zelkova tree / in decline
- 37 South High St. / 11" dia. Zelkova tree / in decline
- 6430 Buckner St. / Pauline Lilly Redbud / in decline (two trees)
- 7313 Bromfield Dr / Crabapple / stem canker
- 18 Walnut View S. / American Holly /
- 314 Powderhorn Pl. 6" dia. Hedge Maple / stem canker
- 7319 Porter Dr. 4" Winterking Haw /
- 718 Old Creek Dr. / Amelanchier / root failure (two trees)
- 35 W. Mound / Tatarian Maple / stem canker

New STAB Member: STAB welcomes new member Pat Burks to that organization to complete the five-member board. Mr. Burks replaces former STAB Chairman Gary Bumpus who moved to Westerville recently. A new chairman will be elected during the next board meeting when it is safe to do so.

COUNCIL UPDATE

April 30, 2020

Division of Water Reclamation
Steve Smith, Superintendent

Project Status:

Control Replacement: bids are being solicited for replacement of the aging controls at the Rt. 33 lift station. We expect this to be extended with the ongoing distancing efforts.

Sludge Press Upgrade: The order has been placed for the press upgrade material. With the ongoing distancing, and since the project is not critical, the factory has pushed this back several weeks, and it will likely be early summer before we receive any of these materials.

Air Release Valves: The air release valves serving the Rt. 33 Lift station force main are being reworked and repaired. One is now finished and parts have been received to enable repair of the second unit, which we be done as time and weather allow.

Valve Replacement: The aging and inoperable lift station check valves serving the Ashbrook lift station have been replaced and are operating well.

Groveport Lift Station Pumps: Pump #1, over a decade old, was pulled and sent to the manufacturer for a rebuild. It will be received and reinstalled sometime in early May.

Safety:

- The Safety committee has been asked to provide input on the use of headphones which also allow music listening at safe levels. They are also being asked to sign off on a new style safety glass PPE. Once determined and approved by the mayor, this change will amend the current city safety manual.
- Daily sanitation of facilities is being conducted as part of our efforts to combat the spread of the Covid-19 virus. Hand sanitizer stations were installed at each city building prior to any state-mandated distancing and are being used and refilled as necessary.

COUNCIL UPDATE

April 30, 2020

Division of Streets, Lands and Buildings
Shawn Starcher, Manager

Project Status:

Mowing Season: Park and Roadside mowing/trimming is in full swing.

Facility Cleanings: Crews continue with daily cleaning and disinfection of city owned buildings that are in use.

Stradley Pergola: Sanding and staining of the Stradley Park pergola has been completed.

Street Light Painting: Street light poles in Zone G and Zone C were recently painted

Street Sweeping: Street Sweeping was just finished for the month of April.

COUNCIL UPDATE

April 30, 2020

Division of Information Technology
Rick Brown, Coordinator

Project Status:

PSF Gate: With the PSF gate now working overtime we have had three control failures that required service calls. Is installing electrical surge protection equipment of the gate controls in order to alleviate issues.

Access Management: Met with access control vendors to look at some doors at the Water Reclamation Facility. Along with the Water plant these are the only buildings with no access controls. I will insert them into the 2021 CIP when I get all the numbers.

Planning: Working on contingency solutions in anticipation of potential cuts/delays in IT infrastructure replacement schedules. Looking at inventory for spare parts and extended replacement warranties.

COUNCIL UPDATE

April 30, 2020

Division of Water
Joe Taylor, Superintendent

Project Status:

Plant:

- We pumped 23.321 Million Gallons in March at an average of .752mgd per day. Average hardness was 112 mg/l
- he 2019 Consumer Confidence report is now available and is located on the Canal Winchester Website.

Distribution:

- AMI Metering System switch outs have been put on hold during the Cov19 crisis. We have only installed units on new build vacant homes. We have around 2046 units installed. (Water crews installed 70 since the last meeting in February) 1342 remaining (60 %) completed
- Staff flushed fire hydrants from April 13th through the 21st and they looked clean.
- Staff has been working with the Opus project on testing water lines.

COUNCIL UPDATE

May 4th , 2020

Construction Services Department
Bill Sims, Administrator

Capital Improvement Projects

Westchester Park Improvements: Site work is complete. Shelter building completed. Playground equipment installed.

2020 Street Program: Sidewalk Program completed. Residential street pavement repairs underway. Anticipate milling and paving to begin mid-May. Pool parking lot expansion has not begun yet. The Cherry Landing multi use path has not begun yet.

Gender Rd. Phase 5: Design underway.

Bixby Rd. Water & Sanitary Extension: Bids opened 3/19. Recommend award to American Boring, Inc.

ODOT Gender Rd. Resurfacing: Resurfacing work began 4/13. Through lanes on Gender Rd. are paved. Intersections need to be completed. Upgrades to the vehicle detection system to begin the week of 5/4.

Municipal Complex: Proposals received 4/3. Evaluation complete, recommend entering into a Preliminary Services Agreement with Lehman Daman Construction Services, Inc.

Private Development Projects

Pediatric Associates: Waterline installed. Site work Continuing.

Three Fountains Condos: Sanitary Sewer complete. Site work continuing.

Winchester Logistics: Site grading underway. Sanitary sewer complete. Waterline being tested. Winchester Blvd. extension underway.

Fairfield Inn: Under construction.

Crossroads Church: Bigerton Bend complete. Gender Rd. RT In/Out under construction.

Winchester Veterinary Clinic: Construction dormant due to design issues. Project coming back to P&Z with modifications.

Right of Way

MCI: Four permit plans approved. Fees and bonds provided. Work started. MCI requested permit date extensions.
Columbia Gas – Permit granted for new main on W. Waterloo St. to serve 18 W. Waterloo development.
ATT: Several permit requests for service to new developments. They are also preparing a permit request for a small cell antenna near the CWHS.
Misc.

- R/W dedications from our parcels to R/W at Gender & Groveport.
- SCP will request an easement to cross a corner of city property at Gender and Canal streets as part of their plan to service the Crossroads Church site.

City of Canal Winchester
Engineering – Status
Shane Spencer, P.E.
4/30/2020

1. **Gender Road Signal Timing Update (ODOT Program)**
    a. Review of timing recommendations complete and returned to ODOT

2. **Thoroughfare Plan Update**
    a. Draft Improvements Exhibit comments received from staff
    b. Updates in process
    c. Updates need completed prior to releasing to MORPC

3. **Gender Road Phase 5**
    a. Field topographic and Boundary Survey Complete
    b. Base Mapping is in progress
    c. Detailed project schedule is being developed and will be distributed soon with identification of Stage 1 plan deliverables

4. **Gender Road Phase 6**
    a. ODOT has identified 0% local match on pedestrian safety projects
    b. Next application round in early fall
    c. ODOT is working to support this project through their US 33 study

5. **2020 Street Maintenance Program**
    a. Construction Phase support – As Needed

6. **Miscellaneous**
    a. Greengate TIS Review – Complete and Comments returned

COUNCIL UPDATE

April 29, 2020

Development Department

Lucas Haire, Director

Development Report

Legislation

Ordinance to amend the zoning map rezoning approximately 1.279 acres from GC – General Commercial to PCD – Planned Commercial District located at 6355 Winchester Blvd. This ordinance will rezone this parcel that is proposed for the construction of a new office building. The office building has a proposed tenant, The Learning Spectrum, LTD which is a school for children with autism and related special needs. Schools are not a permitted use within the GC zoning district, therefore the property owner is requesting the rezoning to PCD with an associated development text that would permit schools within the district. The Planning Commission heard this application at their February meeting and recommends that Council approves the rezoning. The public hearing was held on April 13 and there were no public comments on the rezoning.

Activity

- The Development Department staff continues to work with Canal Winchester companies to help connect them with resources to assist with maintaining operations or reopening with the new State of Ohio guidelines in regards to the COVID-19 pandemic.
- Winchester Veterinary Clinic was approved for a conditional use and a site development plan for new office building on Thrush Dr. by Planning and Zoning Commission. They intend to start construction this summer.
- Shooters Sports Grill has received their engineering approvals and intend to break ground soon.
- Skelton Truck Lines is finalizing their engineering approvals for their new 13,244 square feet trucking operation in Canal Pointe.
- Three Fountains condominiums should begin construction soon. They intend to start their first four buildings (16 units) in the next few weeks.
- Residential building activity continues to remain strong with 42 new single-family home permits issued this year.

Current Projects

- Opus continues with construction of their speculative warehouse buildings on Winchester Blvd. They remain on schedule for an August completion.
- Fairfield Inn has resumed construction on their new hotel on Winchester Blvd. It is scheduled for completion in the spring on 2021.
- Panda Express has submitted for a building permit approval for their proposed location on Winchester Blvd.

COUNCIL UPDATE

May 2020

Community Affairs
Amanda Lemke

Community Partners/Community Relations
We've reached out to members of our Community Partners Roundtable to request situation reports and to share important news and information. No significant issues have been shared, other than navigating closures and new business practices due to COVID-19. Several Community Partner agencies asked for assistance sharing news of their changes/cancellations, etc.

We've also continued to keep communication lines open with our Census 2020 Complete Count Committee members, encouraging our community to respond to the census, and have reported the City's response rates and rankings to the Mayor.

Resident engagement through social media has increased significantly over the last month, and the City's social media platforms are now reviewed and updated daily.

Communication Planning
Prior to the COVID-19 pandemic, we began a Strategic Communication Planning project with each department head. A full Crisis Communication Plan for the City is being revised as an addition to our Emergency Operations Plan. The full CCP is expected to be complete by the end of May.

Communication and engagement has been impacted significantly due to the coronavirus pandemic. However, with the community center closed and senior citizens activities on hold, the community affairs office has been able to focus its sole attention on appropriate and timely communications.

Press releases regarding event closures and COVID-19 alerts have slowed down a bit since the end of March. We continue to monitor and relay changes as needed.

U.S. OFFICE OF SPECIAL COUNSEL
1730 M Street, N.W., Suite 218
Washington, D.C. 20036-4505
202-804-7000

April 1, 2020

Mr. Randy Stemen

VIA ELECTRONIC MAIL: r*stemen@belcan.com*

Re: OSC File No. HA-20-000078

Dear Mr. Stemen:

This letter is in response to the complaint you filed with the U.S. Office of Special Counsel (OSC) alleging that Chuck Milliken's candidacy for city council in Canal Winchester, Ohio, violated the Hatch Act. OSC has completed its investigation and, as set forth below, this concluded that his candidacy was in violation of the Hatch Act.

As a U.S. Postal Service employee, Mr. Milliken is subject to the Hatch Act, which governs the political activity of federal executive branch employees.[1] While the Hatch Act permits most federal employees to actively participate in partisan political management and political campaigns, it prohibits employees from, among other things, being candidates for public office in partisan elections, i.e. such as elections in which any candidate represents, for example, the Republican or Democratic Party.[2]

The Hatch Act, however, does not prohibit federal employees from being candidates in nonpartisan elections.[3] A nonpartisan election is one in which none of the candidates is to be nominated or elected as representing a political party.[4] Typically, state or local law designates a nonpartisan election as such, but this only creates a rebuttable presumption that an election is nonpartisan.[5] Evidence showing that partisan politics actually entered a candidate's campaign may rebut this presumption.[6] Yet, no bright-line rule exists that identifies the type or amount of conduct, either by the candidate or party, needed to prove that a statutorily designated nonpartisan election, in fact, became a partisan one.[7] Accordingly, a nonpartisan election could become partisan if, for instance, one of the candidates was to: seek and receive the political party's endorsement; advertise the political party's support in his speeches, flyers or mailings; or receive party support in the form of, for example, campaign publications like flyers, mailers, slate cards,

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[1] See 5 U.S.C. §§ 7321-7326; 39 U.S.C. § 410.
[2] 5 U.S.C. § 7323(a)(3).
[3] 5 C.F.R. § 734.207(b).
[4] 5 C.F.R. § 734.101.
[5] *See Special Counsel v. Yoho*, 15 M.S.P.R. 409, 413 (1983).
[6] *See McEntee v. Merit Sys. Prot. Bd.*, 404 F.3d 1320, 1326, 1332-34 (Fed. Cir. 2005).
[7] *McEntee*, 404 F.3d at 1334.

etc. Note that the foregoing list is illustrative only and is not an exhaustive list of the unique combination of facts that could rebut the presumption an election is nonpartisan.

We understand that the Canal Winchester City Council election is designated a nonpartisan election. However, we learned that Mr. Milliken sought and received the endorsement of the Franklin County Republican Party for his city council campaign. The party created and distributed campaign mailings that included Mr. Milliken's name and picture as a "Franklin County Republican Endorsed" city council candidate, and his name was listed on a Republican Party slate card. Thus, based on this information, we have concluded that these actions rebutted the presumption that the Winchester Canal City Council election was nonpartisan.

Accordingly, OSC has determined that Mr. Milliken's candidacy was in violation of the Hatch Act. However, we have no evidence that the violation was willful. Therefore, we are closing our file without further action at this time. However, OSC has advised Mr. Milliken that if in the future he engages in activity prohibited by the Hatch Act while employed in a Hatch Act-covered position, OSC would consider such activity to be a willful and knowing violation of the law that could result in disciplinary action.

Please contact OSC Hatch Act attorney Sherri Borman at (202) 804-7103 if you have any questions.

Sincerely,

Erica S. Hamrick
Deputy Chief
Hatch Act Unit

Amanda Jackson

Subject: [EXTERNAL]

From: Doug Preisse <dpreisse@vanmeter_ashbrook.com>
Date: 4/30/20 3:17 PM (GMT 05:00)
To: Mike Walker <mwalker@canalwinchesterohio.gov>, Michael Ebert <mebert@canalwinchesterohio.gov>, External Gene Hollins <ghollins@fbtlaw.com>
Subject: [EXTERNAL]

Dear Mayor Ebert and President Walker,

I am writing to add to the discussion that I understand has transpired regarding the Franklin County Republican Party endorsement in the fall 2019 nonpartisan election in Canal Winchester.

The FCGOP did not receive a request from the three candidates endorsed (Bob Clark, Chuck Milliken, and Mike Walker) to be included in our 2019 fall slate card.

I had a conversation with Bob Clark, who specifically asked that they not be included in any of our materials. Despite his request, their names were inadvertently placed on the party slate card in the flurry of campaign procedures, the responsibility for which I accept myself.

Thank you for allowing me the opportunity to clarify.

Sincerely,

Doug Preisse
Chairman, Executive Committee
Franklin County Republican Party

[This message is from an EXTERNAL SOURCE. Use caution when opening links or attachments.]
CONFIDENTIALITY NOTICE: This email message is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient, but do not wish to receive communications through this medium, please advise the sender immediately

To the Canal Winchester City Council members and the residents of the City of Canal Winchester:

Recently there has been a few discussions about a Council member and the way he ran his campaign. Some think he ran a partisan race because of an action the Franklin County Republican Party took in displaying the photo of then resident and first-time candidate Chuck Milliken on the Franklin County Republican slate card. He appeared on the slate card along with Mike Walker and Bob Clark, who are also Council members. Some feel Mr. Milliken should be removed from his duties as a Council member of the City of Canal Winchester. I want to remind all of you, this is not the first time this has happened. In the 2015 Mayors race, my only opponent appeared on the Republican slate card and no one ever brought it up then, not even me. Why now? The race was clearly identified on his Petition and all petitions as a NON-partisan race and there was no D or R or I or any other party affiliation declaration on the ballot.

Some say Mr. Milliken violated the Hatch Act Law-and he may have, unbeknownst to him at the time, but in a letter from the Special Counsel of the U.S. Government, the authorities that are in charge of the enforcement of this law, wrote to Mr. Milliken and advised him of his wrong doing and ask him not to do it again. His own Supervisor at the Post Office where he is employed only gave him an oral warning after acknowledging the only advice he gave Mr. Milliken upon his hiring as a new employee was, " Don't talk politics at work". Mr. Milliken never did.

This whole incident is nothing more than an employee-employer issue and is in no way an incident of Council concern or discussion. It is no different than an employee of Canal Winchester being stopped by the authorities for a traffic violation while driving a City vehicle and receiving a citation. That employee should report it to his supervisor. When and if reported late, the employee is then open to customary disciplinary action, being, oral warning, written warning, time off with pay, time off without pay or discharge. The matter could go to the Board of Review if the employee is discharged and he asks for that, but it never becomes a matter of City Council. The Post Office and the U.S. Special Counsel neither viewed Mr. Milliken's actions as means for removal from his job and they did not notify the City of any wrong doing.

Therefore, it is my belief the City Council of Canal Winchester should accept their findings and accept Mr. Milliken as distinguished member of the City Council of the City of Canal Winchester, Ohio. It is time we move on and conduct City business as usual and stay out of the findings and action of the Special Counsel of the U.S. Government and the U.S. Post Office.

Respectfully,

Michael Ebert

Mayor

From: Randy Stemen <rsstemen@gmail.com>
Sent: Thursday, April 2, 2020 11:53 AM
To: Chuck Milliken; Mike Walker; Jill Amos; Will Bennett; Bob Clark; Mike Coolman; Patrick Lynch
Subject: [EXTERNAL] US Federal Office of Special Counsel determination.

All,

I have received final determination from the Federal Office of Special Counsel that Charles Milliken violated the Federal Hatch Act during the 2019 campaign for City Council.
I am including a copy of that determination. Please find the attachment.

Please consider this as an official complaint and a request to review this matter in full council.

The OSC informed me that it does not have authority to rectify this matter in terms of removing Mr. Milliken from office, they only have authority to access penalty regarding Mr. Milliken's position with the Postal Service. Any action on the local level remains with local and possibly state government.

I will add a few other items I feel are pertinent to this issue:

1. Reviewing the vote count it is apparent that the Republican Party Endorsement did have a significant affect on the election results. Viewing the relatively similar efforts put out by Mr. Milliken and Mr.Conner, as well as their tenure in Canal Winchester, it would only be expected that their vote count would be close. It was not.
2. The dollar value amount of advertising supplied by the Republican Party was significant in terms of personal money spent on these campaigns. Additionally, we can all agree that advertising is very effective in getting votes.
3. Mr. Conner publicly disclosed that he could not perform certain activities because of restrictions placed on government employees. In all fairness, it is not correct to penalize the candidates that respected this distinction.
4. There have been other occurrences where it was determined that federal employees would have to withdraw from an election if <u>any</u> of the candidates were endorsed. In other words, Mr. Clark and Mr. Walker should also have refrained from seeking endorsement in a non-partisan election. I will be happy to supply an article detailing this upon request.
5. I have been advised that this determination has been supplied to Mr. Milliken with a warning concerning further Federal violation. The Milliken campaign actually is in violation on two counts, participating in a partisan election (because of the endorsement), and seeking public campaign contributions. Both are prohibited to Federal employees.

I apologize for the delay in sending this information to Council. I wanted to wait for a final determination from OSC before sending this request. I just received the determination this week. I will also say I have the utmost respect for the democratic voting process we use here in Canal Winchester. We must here now make the correct decision as well as assure that something like this does not happen in the future.

Lastly, I have not sent this email to others but I reserve my right to do so. Please feel free to forward to any and all associated party's.

Please keep me advised of any actions taken or if I can be of further assistance.

Sincerely,

Randy Stemen

Public Comment Submission
- received via email from city website 4-17-2020

Public Comment
Comments regarding legislation or other topics will be accepted until 3:00 p.m. on the day of the meeting.

First Name	William
Last Name	Ruth
Street Address	7616 Ashlar Ct
City	Canal Winchester
State	OH
Zip	43110
Email Address	bill@theruths.com
Meeting Date	4/20/2020
Subject/Topic	Milliken
Comment	I don't think I need to repeat all that has been in the local papers as well as out on social media regarding Chuck Milliken and his actions during last years campaign. If he has any integrity at all and council has any backbone, I think it is time that he resign his seat and council should unanimously accept his resignation. This will allow the city council to move forward and focus on what is important for the city as I don't believe the issue is going to go away anytime soon.

Public Comment Submission
- Received via email from city website 4-30-2020

Public Comment
Comments regarding legislation or other topics will be accepted until 3:00 p.m. on the day of the meeting.

First Name	Bethany
Last Name	Ferguson
Street Address	7574 Embers Ln
City	Canal Winchester
State	OH
Zip	43110
Email Address	scottbethanyferguson@gmail.com
Meeting Date	5/4/2020
Subject/Topic	Hatch Act
Comment	

4/30/2020

Dear Council Members,

We hope that this letter finds you all well and safe during this pandemic. We realize that these times bring different challenges, though also appreciate that you will still continue to hold meetings and uphold your duties as good stewards of our city. We will preface the following by stating that we are concerned citizens, particularly regarding poor communication and lack of transparency from certain alliances and partnerships within our city's government.

We are writing to request for the resignation of Charles Milliken due to a litany and trifold list of reasons. First, the violation of the Hatch Act and subsequent ruling from the Ethics Committee acknowledging that this was a violation is a black eye to the integrity of your council and our city.

In addition to this violation, there is a direct conflict of interest with City Council President Mike Walker being Mr. Milliken's landlord. Mr. Milliken voted for Mr. Walker to be voted as CCP without a formal opinion from the Ohio Ethics Commission. As an elected official, you are held to a higher regard and standard. This vote was cast prior to receiving word from the ethics committee, as well as the vote being held with another council member being absent.

Thirdly (and this is coming from Republicans), the Republican endorsement changed the trajectory of the most recent city council election, moving it from nonpartisan to partisan. Interestingly, many residents of Canal Winchester did not receive the Republican endorsed mailings as they were/are not registered Republicans.

As a new tenant of Canal Winchester, Mr. Milliken was brought under the wings of Mr. Walker and Mr. Clark with the partisan endorsement. Mr. Milliken otherwise produced minimal effort behind his election campaign. Connectively, the Republican endorsement reflects badly on both Mr. Walker and Mr. Clark as incumbents who previously won an election without using methods of manipulation in a nonpartisan election. At the minimum, Mr. Milliken should be removed from office. At the maximum, and not out of the realm of possibility, all three should be removed and/or considered for disciplinary action.

Both incumbents under oath of their office sworn the following during induction:
1. Mayor and Clark: I, Robert Clark, do solemnly swear that I will support the constitution of the United States and the constitution of the state of Ohio, the codified ordinances of the City of Canal Winchester and will faithfully and impartially discharge and perform all the duties incumbent upon me as a council member of the Canal Winchester City Council, according to the best of my ability and understanding, so help me God.
2. Mayor and Walker: I, Michael Walker, do solemnly swear that I will support the constitution of the United States and the constitution of the state of Ohio, the codified ordinances of the City of Canal Winchester and will faithfully and impartially discharge and perform all the duties incumbent upon me as a council member of the Canal Winchester City Council, according to the best of my ability and understanding, so help

me God.
In review, Mr. Milliken's violation of the Hatch Act (willfully or not) should not be excusable in his role as a city council representative.

To Mr. Milliken – You have had and continue to have every opportunity to research and understand laws and rules as they are applicable to you and your roles as a federal employee and current councilman. To play into ignorance simply is not an option and should not be tolerated as an elected official of our city. Although the US Office of Special Counsel (OSC) ruled that the violation to be un-willful, it still is a violation. We do believe that council members, the public, and yourself, should be responsible for taking appropriate action moving forward.

To the remainder of Council – If other council members do not object or intercede, citizens will consider pursuing action. Not allowing the OSC findings to be read at your previous meeting was questionable at best. Indecisiveness, denial, blissful ignorance, or aversions will not be acceptable at this time.

As residents of Canal Winchester, Ohio, we, Scott and Bethany Ferguson, request for Charles Milliken to resign as city council representative of Canal Winchester and/or for other council members to remediate this issue immediately.

Thank you for your time!

Cordially, and invested citizens of our wonderful city,

Scott & Bethany Ferguson

Public Comment Submission
- Received via email from city website 4/29/2020

Public Comment
Comments regarding legislation or other topics will be accepted until 3:00 p.m. on the day of the meeting.

First Name	Lucinda
Last Name	Lynch
Street Address	27 East Columbus Street
City	Canal Winchester
State	OH
Zip	43110
Email Address	cindilynch921@gmail.com
Meeting Date	5/4/2020
Subject/Topic	Miscella
Comment	I apologize the subject line only permitted 8 letters. I sent a copy of this letter to each City Council Member but want to ensure it was received and acknowledged during the next City Council Meeting and would appreciate it being read. April 22, 2020 Dear Canal Winchester City Council Members, The Republican endorsement transformed a non-partisan election into a partisan election. Many non-Republican residents were not aware of this tactic until the newspaper article was published and, of course, word of mouth. Mr. Clark and Mr. Walker did not use this political ploy during their first candidacy. (Ploy: a cunning plan or action designed to turn a situation to one's own advantage.) Both were elected on their own merits. I feel that Mr. Milliken should resign from CW City Council due

to the violation of the Hatch Act.
It is an unfortunate situation but candidates should abide by the law when in a position of trust even if
unwillingfully.

Mr. Clark and Mr. Walker actions were more disheartening since both were incumbents and
under oath to support the codified ordinances of the City of Canal Winchester which include CW City
Council being a non-partisan position.

I do solemnly swear that I will support the constitution of the United States and the
constitution of the state of Ohio, the codified ordinances of the City of Canal Winchester and will
faithfully and impartially discharge and perform all the duties incumbent upon me as a council
member of the Canal Winchester City Council, according to the best of my ability and understanding,
so help me God.

Yes, I was disappointed that Scott Conner did not win but appreciate his integrity to research
and follow the law. More unfortunate is the precedent that was set by the Republican endorsement and
our elected officials. Basically, this will eliminate many good candidates from running for CW City
Council in the future.

I would once again like to request CW Council Meetings be held via a secure video conferencing
system. It seems this would be a better option than canceling council meetings “due to lack of
business”.

This is a wonderful community that I have been actively involved in for over 25 years and will
continue to stay involved.

Cindi Lynch

April 26, 2020

Council Member Milliken,

I am disappointed in not only your actions since you took the oath of office but also how you conducted yourself before you were elected. You violated the Hatch Act. You say this was done unknowingly, but it does not matter. Your actions still resulted in an unfair advantage in the last election. Your whole term of office is tainted because of it. This reflects badly on you as not only as a Council Member but also as a member of the Canal Winchester community. In addition, your first vote was suspect. The landlord relationship Mike Walker has with you set up a conflict of interest anytime you cast a vote. Especially when your first vote was to make Mr. Walker Council President. As an elected official you must avoid all conflicts of interest as well as the **appearance** of conflicts of interest. You said you would wait on a ruling of the Ethics Commission. You did not. You should have abstained. I am sorry, but your actions did not pass the "smell" test. When I spoke with you before the election, you claimed that you would be an independent voice on Council. You said your religion was important to you. You said you would pray on issues before you. None of these things have occurred. Canal Winchester needs their elected officials to be men and women of character, above reproach. By your actions you demonstrate that you do not fit the bill. Only you can correct this matter by resigning.

Roberta J Mershon

From: LISA FISHER <lisashermanfisher@gmail.com>
Sent: Wednesday, April 29, 2020 9:00 AM
To: Will Bennett
Subject: [EXTERNAL] Concerned citizen

I am writing this letter in hopes that members of the Canal Winchester City Council will contemplate the contents and respond to the questions brought forth.

The topic is the various occurrences surrounding the last election for the open seats on the Canal Winchester City Council.

Candidates for public office have the responsibility to know and understand the election laws relevant to the office they are seeking. Information is available and accessible. Though mistakes could unwittingly be made, the onus is on the candidate to understand and navigate the governing rules.

In the case of this last election, Mr. Chuck Milliken was a federal employee. He ran in a non-partisan race, which is permissible under the Hatch Act. However, he sought and received the endorsement of a political party and thereafter campaign mailings and literature were distributed which included his name and likeness (and two other candidates) identifying them as being endorsed by a political party. This action changed the non-partisan election into a partisan election. The Hatch Act prohibits a federal employee from being a candidate for public office in a partisan election. In this case, a complaint was filed with the US Office of Special Counsel (OSC) alleging that Mr. Milliken's candidacy violated the federal Hatch Act. The OSC concluded in an opinion letter (April 1, 2020) that Mr. Milliken's candidacy was in violation of the Hatch Act. However, the OSC also determined that there was no evidence that the violation was willful. The OSC used their discretion to not pursue the matter further and decided not to take any further action, based upon the unwitting nature of the violation.

I see the above as the facts. If there is disagreement with the above stated as facts, I would appreciate comments.

What remains is determining what the appropriate response to these findings is. The fact that the OSC chose not to pursue legal proceedings for the breach of the Hatch Act due to the "unwitting nature" of the violation, does not preclude local authorities (City Council), the public, or the candidate himself, from taking appropriate actions. Should a candidate who has benefitted from an unknowing violation of the law by being elected remain in the seat once the violation has been determined? Ignorance of the law has never been an excuse. It seems to me that the best and most ethical solution resides with the candidate who benefitted from violating the law – Mr. Milliken. Should Mr. Milliken, for the sake of the integrity of our city council, resign his seat? If there are reasons why not, I would very much appreciate the discussion to understand how this would not be proper.

Finally, the other two candidates (Mr. Clark and Mr. Walker) that chose to seek endorsement from a political party in a non-partisan election and use that endorsement for great benefit should also be questioned about their actions. What were their intentions for seeking endorsement (gain advantage over their opponents)? What did they know about these actions in a non-partisan election? Or did they also "unwittingly" take part in changing the rules in a non-partisan election? In the case of all three gentlemen, at worst their actions were reprehensible (others would call it cheating) or at best ignorant of what to most would be understood as obvious rules/laws governing the election.

In closing, the residents and voters in this great City of Canal Winchester, I feel, are entitled to hear from the City Council members their thoughts about the election events. At the time when an endorsement was sought and received from a political party in a non-partisan election:

1. In accepting the political party endorsement, what were each of the candidates hoping to gain?
2. What were each aware of legally and ethically at the time of their decisions?
3. With knowledge shared publicly now and corroborated by the OSC ruling regarding Mr. Milliken's actions, what does each feel would be an appropriate response to maintain and uphold the ethical standards of an elected official holding public office?

Regards,

Jeff and Lisa Fisher

46 E Columbus St.
Canal Winchester, Ohio

Public Comment Submission

- Received via email from city website 5-1-2020

Public Comment

Comments regarding legislation or other topics will be accepted until 3:00 p.m. on the day of the meeting.

First Name	James
Last Name	Steelesmith
Street Address	7228 Monarch St
City	Canal Winchester
State	Ohio
Zip	43110
Email Address	lsteelesmith@gmail.com
Meeting Date	5/4/2020
Subject/Topic	Federal Law Violations
Comment	I find it downright disrespectful to the taxpaying citizens of this city that the federal law violations by Councilman Milliken are being ignored. It does nothing but create more distrust among the citizenship.

From: Patricia Dewitt <golfgal731@aol.com>
Date: May 1, 2020 at 1:11:40 PM EDT
To: Amanda Jackson <ajackson@canalwinchesterohio.gov>
Subject: [EXTERNAL] letter to council

To: Members of the Canal Winchester City Council

For the past several months I have been following on social media Randy Stemen's complaints concerning the recent City Council election. He continues to complain about Mr. Milligan's election. He maintains that Mr. Milligan was helped by getting an endorsement from the Republican Party and that we the voters needed this endorsement to tell us how to vote. This is an insult to the intelligence of the voters of Canal Winchester. I interviewed Mr. Milligan and that is why I voted for him. I felt his views were in unison with how I felt city issues should be handled. I understand the Republican endorsement was a violation of a government employee. Mr. Milligan has addressed this with the Ethics Committee and his employer. That should be the end of this. It is my understanding from posts I have seen that Mr. Stemen is going to try to get council to pursue this further. This is not only unfair to Mr. Milligan but to the voters in Canal Winchester. We need to stop disregarding voters' choices.

I continue to support Mr. Milligan. I think he won over Mr. Stemen handily and it is time to stop this nonsense. I saw no R behind Mr. Milligan's name when I voted, nor did I need to take a card with me to help me vote.. This was still a non-partisan election as far as I am concerned. Many things happen during an election. No one complained about the illegal signs Mr. Stemen put on the railroad track. This was a violation.

The voters in this City will never have any faith in their vote if you continue to listen to Mr. Stemen. I hope he learns a lesson in this. Lose gracefully and do not try to drum up reasons why you lost. I believe the vote difference was quite substantial and should not be questioned. I want my vote to count when I go to the poles. Do not discredit my right to chose. Here are two quotes from a social media post that he started,
"Most everything he says makes me angry. Which is exactly why he didn't get elected". "he needs to put the election behind him and let go." This a small example of what I am seeing and hearing.
.
I respectfully ask you to stop this before it goes any further. You are simply dividing the city if you continue. Get back to the work we elected you for.

Pat DeWitt
244 Old Coach Pl
Canal Winchester

5/1/2020

To: City Council of Canal Winchester, Ohio:

We are writing this letter as voting citizen's of Canal Winchester. We are in full support of Chuck Milliken and his position on Canal Winchester City Council. We voted for Chuck Milliken for Council as we felt he was the best candidate for the position. His values and beliefs align with ours, and we made an informed decision and voted for him. Chuck Milliken is a wonderful addition to Canal Winchester's Government and we are still in full support of him.

We are sure that there are more pressing issues that City Council should be addressing and we need to move forward from this as it's already been addressed at the higher level.

Sincerely, Mark W. Hanna
Rita Hanna

Mark Hanna & Rita Hanna

Public Comment Submission

- Received via email from city website 5-1-2020

Public Comment

Comments regarding legislation or other topics will be accepted until 3:00 p.m. on the day of the meeting.

First Name	Liana
Last Name	Obert
Street Address	770 Bowen Rd
City	Canal Winchester
State	OH
Zip	43110
Email Address	obertfamily@sbcglobal.net
Meeting Date	5/4/2020
Subject/Topic	Chuck Milliken
Comment	The bottom line is Chuck Milliken broke a federal law when he accepted the Republican party endorsement. He knew it was against the law and he did it anyway. He should resign. I do not want someone who willingly breaks the law on my city council. Mike Walker and Bob Clark should also have some consequences for accepting a party endorsement in a non-partisan election. This issue needs to be discussed by the council and not swept under the rug.

Public Comment Submission

- Received via email from city website 5-3-2020

Public Comment

Comments regarding legislation or other topics will be accepted until 3:00 p.m. on the day of the meeting.

First Name	Abby
Last Name	Obert
Street Address	770 Bowen Road
City	Canal Winchester
State	Ohio
Zip	43110
Email Address	obert.28@osu.edu
Meeting Date	5/4/2020
Subject/Topic	Chuck Milliken
Comment	Chuck Milliken broke a federal law that influenced the November election. The Hatch Act was first instated in 1939 and clearly states that federal employees may not participate in partisan elections or receive support from partisan organizations, as Milliken did when he, along with two other candidates, received backing from the Republican party. Being this election to not a partisan election in the first place proves no need for political backing. Whether or not he was aware at the time is up in the air. However, claiming ignorance opens the doors for this kind of this behavior to be repeated in the future, with others following in Milliken's, claiming they did not know they were breaking the law. Federal Law breakers are not people I want to be representing me on my City Council. I call for Milliken's removal, as this should not be swept under the rug. I warn others of the precedent this will set if we allow him to stay on the council.

-----Original Message-----
From: Charles Carpenter <ccarpenter4151@gmail.com>
Sent: Friday, May 1, 2020 3:04 PM
To: Amanda Jackson <ajackson@canalwinchesterohio.gov>
Subject: [EXTERNAL] Councilman Chuck Millikan

I would like to express that I voted for Chuck Millilken in the last election and want to show my continued support for him to be my councilman. I believe he unwittingly did what he did to get elected but wanted to be a positive force for or city. The city should put this behind them like it was recommended by the US Office of Special Counsel. This way the council can get back to more important matters like recovering from this pandemic.
Chuck Carpenter

Email from: Stemen, Randy S. <rstemen@belcan.com>
Email to: Chuck Milliken <cmilliken@canalwinchesterohio.gov>; Mike Walker <mwalker@canalwinchesterohio.gov>; Jill Amos <jamos@canalwinchesterohio.gov>; Will Bennett <wbennett@canalwinchesterohio.gov>; Bob Clark <bclark@canalwinchesterohio.gov>; Mike Coolman <mcoolman@canalwinchesterohio.gov>; Patrick Lynch <plynch@canalwinchesterohio.gov>; Jamie James <jjames@canalwinchesterohio.gov>; Audra DiOrio <adiorio@canalwinchesterohio.gov>; Amanda Jackson <ajackson@canalwinchesterohio.gov>
Sunday, May 3, 2020, 4:57 pm
[EXTERNAL] Response to Mayor's Letter, to be presented to Council

This letter is in response to the letter titled "To the Canal Winchester City Council members and the residents of the City of Canal Winchester". While not dated, this letter appeared in the agenda packet for full council, for City Council Meeting to be held on May 4, 2020.

I will begin by stating that any letter from the elected mayor concerning the illegal acts of one or more elected city council members should be of an informative nature, not biased one way or the other. The Office of Mayor and the City Council are independent bodies, intentionally independent for good reason. This letter appears to be a defense of Mr. Milliken's actions and downplays the importance of a federal law that dictates what political activity is permissible by federal employees. While the mayor's letter states "This whole incident is nothing more than an employee-employer issue…" , nothing could be further from the truth. The Hatch Act is federal law which stipulates what is and is not permissible in all elections, federal, state and local. There is a myriad of cases similar and nearly identical to this where the offender was forced to remove themselves from eligibility.

In the first paragraph, the mayor states "Some think he (Mr. Millken) ran a partisan race…".
The United States Office of Special Counsel is the federal agency tasked with investigating and determining Hatch Act violations. The OSC completed their investigation and clearly stated "Accordingly, OSC has determined that Mr. Millken's candidacy was in violation of the Hatch Act." The decision of the OSC was not an individual's opinion, it was the determination reached after investigation.

Further in the first paragraph it is insinuated that the Hatch Act complaint stems from a slate card put out by the Republican Party. While this did happen, the much more important portion of the violation was the seeking of party endorsement and use of the endorsement in both multiple versions of campaign advertisement and in person, citing their endorsement to households while on the campaign trail.

Last in this paragraph, it is mentioned that a past mayoral candidate who dropped out from the previous race had obtained an endorsement. I sincerely hope it is clear how, in a two-candidate race, where both are known to be from the same party, it would be less significant for one to gain endorsement. Most importantly, endorsement is perfectly legal when you are not a restricted government employee, a totally different set of factors.

The next paragraph of the mayor's letter speaks of Mr. Milliken's knowledge, or lack of knowledge about the federal laws. Please know the US Postal Service goes to great lengths to disperse this information to their employees. Simply google "postal employees running for office" and you will see a site set up for postal employees specifically on this topic. Additionally, they have an ethics office and call number ready at any time to take calls.

The next paragraph of the mayor's letter attempts to downplay the importance of federal law, and somehow compares the offense of violating federal election law to an individual receiving a speeding ticket.

I hope my past letter had ample enough detail to explain the occurrences of this matter and how the complaint came about. I will not repeat those details here but, in the simplest of terms: Mr. Milliken violated an important federal election law to gain advantage in our election. Mr. Milliken denied he was in violation. The Federal Office of Special Counsel then conducted a 4 month investigation and verified that Mr. Milliken was indeed in violation on two separate counts.

We either follow the laws of this country or we ignore, or in the words of the mayor, "…move on and conduct business as usual." The choice is ours.

Randy Stemen

[This message is from an EXTERNAL SOURCE. Use caution when opening links or attachments.]

Public Comment Submission

- Received via email from city website 5-3-2020

Public Comment

Comments regarding legislation or other topics will be accepted until 3:00 p.m. on the day of the meeting.

First Name	Maria
Last Name	Slifko
Street Address	190 Carriage pl
City	Canal Winchester
State	Ohio
Zip	43110
Email Address	Mslifko@wowway.com
Meeting Date	5/4/2020
Subject/Topic	Hatch Act
Comment	Chuck Milliken is a government employee and violated the “Hatch Act”. I am also a government employee, I work for The Department of Defense and this is a fireable offense . The fact that the city is looking the other way is disheartening. You are losing your residents faith in your ability to keep corruption out of the office. I hope you will resolve this issue in an honorable method

Public Comment Submission

- Received via email from city website 5-3-2020

Public Comment

Comments regarding legislation or other topics will be accepted until 3:00 p.m. on the day of the meeting.

First Name	Frank
Last Name	Slifko
Street Address	190 Carriage pl
City	Canal Winchester
State	Ohio
Zip	43110
Email Address	Fslifko@wowway.com
Meeting Date	5/4/2020
Subject/Topic	Miiliken
Comment	I writing as a concerned Citizen as the corruption in our city Council. Milliken was reported for violating the hatch act but our city council is looking the other way and as a result losing your trusted residents faith in the system. Do the right thing for our town!!

Public Comment Submission

- Received via email from city website 5-4-2020

Public Comment

Comments regarding legislation or other topics will be accepted until 3:00 p.m. on the day of the meeting.

First Name	Ashley
Last Name	Ward
Street Address	7516 Heffley CT.
City	Canal Winchester
State	OH
Zip	43110
Email Address	anward745@gmail.com
Meeting Date	5/4/2020
Subject/Topic	Hatch Act violations
Comment	To: Canal Winchester City Council: I respectfully request for my letter to be read out loud during the Council meeting. As you are all aware, Chuck Milliken violated federal law during his campaign for Canal Winchester City Council. Ignorance of the law excuses no man. Ignoring the issue or minimizing this fact is to disrespect the law. I expect and demand better from my locally elected officials. I am officially requesting for Chuck Milliken to resign. If he lacks the integrity to acknowledge his crime and make right by our community by resigning, then I call on the rest of the Council to remove him. I also feel the need to address the Mayor's letter. It is not appropriate for the Mayor to minimize and defend Mr. Milliken's violations of federal law. It is embarrassing to our great City. Some people don't just "say" that Chuck Milliken violated the Hatch Act. The US Office of Special Counsel performed an investigation and determined that Milliken is guilty of violating

the Hatch Act. Surely the Mayor understands that when an elected official violates federal law to help himself get elected, it is not just an employer/employee issue or equivalent to a traffic ticket, but it is a substantial breach of the community's trust.

Thanks,
Ashley Ward

Public Comment Submission

- Received via email from city website 5-4-2020

Public Comment

Comments regarding legislation or other topics will be accepted until 3:00 p.m. on the day of the meeting.

First Name	Marie
Last Name	Gibbons
Street Address	69 Elizabeth Street
City	Canal Winchester
State	OH
Zip	43110
Email Address	gibbons.66@osu.edu
Meeting Date	5/4/2020
Subject/Topic	Integrity of Council
Comment	I am writing to express my disappointment in the handling of several actions by our city council. 1) The conflict of interest that occurred when Chuck Milliken voted for Mike Walker for council President. Council did not wait for a formal opinion from the Ohio Ethics Commission before holding a formal vote even after they said they would. .Why was the election of president rushed; what difference would waiting a little while longer make? 2) The violation of the Hatch Act by Chuck Milliken. Mr. Milliken not only sought republican endorsement but also solicited campaign funds. Whether he did this knowing or unknowingly, we will never know. It is my belief they knew this would influence the vote, making our nonpartisan election partisan. Why did Mr. Walker and Mr. Clark seek GOP endorsement when they won their previous election on their own merits? Why did they include Mr. Milliken? 3) For the integrity of our council, I believe Mr. Milliken should

resign.

I would also like to voice my disappointment in seeing that Mayor Mike Ebert felt comfortable writing a letter of support for Mr. Milliken. The Mayor should be non-biased - that is, free from all prejudice and favoritism. This gives the impression that Mayor Ebert feels he can benefit from Mr. Milliken's vote on council.

Lastly, I know these are trying times for everyone. I am disappointed that the council decided to hold the April 6 council meeting in person when a stay at home order was in effect. While you did not violate the state order, leaders lead by example. You, as a council, have been cloudy at best with your notifications about council meetings. Governments across the country are using technology to hold public meetings to be transparent to their constituents. It is time the City of Canal Winchester and its council adapt to the times.

Public Comment Submission

- Received via email from city website 5-4-2020

Public Comment

Comments regarding legislation or other topics will be accepted until 3:00 p.m. on the day of the meeting.

First Name	Amy
Last Name	King
Street Address	7280 Bromfield Drive
City	Canal Winchester
State	Ohio
Zip	43119
Email Address	aljing91101@gmail.com
Meeting Date	5/4/2020
Subject/Topic	Council Member Violations
Comment	With respect to the current situation regarding council members' status with respect to potential violations, please act accordingly. It would be wise to obtain outside further review from an unbiased party. Ignorance of policies and law are not grounds for inaction. Council would set a terrible precedence with long reaching effects. Where would the line be drawn for forgiveness of ignorance? I am sure all parties involved are decent and good people very capable of leading this city. However, they must take responsibility for their actions, whether done in ignorance or maliciously. We raise our children to take responsibility for their actions regardless of whether there is repercussions. Taking responsibility in no way means anyone gets a pass. Why would we hold our children to this level of accountability but not our CW Council?

Please do the right thing.
Thank you for your time.

Public Comment Submission

- Received via email from city website 5-4-2020

Public Comment

Comments regarding legislation or other topics will be accepted until 3:00 p.m. on the day of the meeting.

First Name	Victoria
Last Name	Burns
Street Address	9277 Winchester Rd NW
City	Canal Winchester
State	Fairfield
Zip	43110
Email Address	vb1004@gmail.com
Meeting Date	5/4/2020
Subject/Topic	Councilman Milliken
Comment	May 3, 2020 To The Members of the Canal Winchester City Council: I am writing to you to voice my total displeasure about how the City Council appears to be handling the matter of Council Member Chuck Milliken's violation of the Hatch Act. Despite what the Mayor would like you to think, that he "may" have violated the Hatch Act…the Ohio Ethics Committee found he DID violate the law. I would like to think that there is integrity amongst the members of our council and if it were found that they violated the law on purpose or inadvertently that integrity would rule the day and they'd do what a person of integrity would need to do and that is resign. Mr. Milliken shows no signs of being a man of integrity and I'm sure he's being counseled by his cohorts in this matter, Mr. Walker and Mr. Clark to lay low, ride it out and it'll blow over. Now that the Mayor has also come out and given him his blessing over this violation, I'm sure integrity will play no part in

what will come of this matter.

It’s also my opinion that Mr. Clark and Mr. Walker should also resign their council seats. They are seasoned campaigners and quite aware that the races in CW are non-partisan. Why this time they chose to ignore that fact and seek out Republican endorsement? There are many who vote straight party line and I believe these three sought to align themselves with the Republicans so that they could feel more confident in their chances.

As it turned out the cheating, and make no mistake that’s what it was, worked. The three men on those Republican slate cards were the winners with almost identical vote totals which suggest to me that people used those slate cards to cast their vote in a non-partisan election for the candidates who had the Republican endorsement.

I also point out the direct conflict of interest of Mr Milliken being a renter of one of Mr. Walkers properties. This relationship cast the specter of partiality on the part of Mr. Milliken’s every vote. If Mr. Milliken does not resign his seat I feel I can guarantee that his every vote during his tenure on the council will be identical to his landlord, the man he voted in to the position of Council President, without waiting for the Ethics decision as he said he would. An action confirming his lack of integrity.

Mr. Milliken, as well as Mr’s Clark and Walker cannot claim ignorance of the law. It was their responsibility as candidates to conduct themselves without reproach. They failed. Now they should do the right thing and resign in an effort to maintain the integrity of our City Council.

Victoria L Burns